

EXHIBIT A

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Ariel Abittan*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

TEMUJIN LABS, INC.,
Plaintiff,
vs.
ARIEL ABITTAN, BENJAMIN FISCH,
CHARLES LU, and Does 1-10, inclusive,
Defendants.

CASE NO. 20CV372622

Judge: Hon. Sunil R. Kulkarni
Action Filed: November 6, 2020

ARIEL ABITTAN,
Cross-Complainant,
vs.

**CROSS-COMPLAINT FOR
DECLARATORY JUDGMENT,
BREACH OF PARTNERSHIP
AGREEMENT, CONVERSION,
BREACH OF FIDUCIARY DUTY,
AIDING AND ABETTING,
FRAUDULENT INDUCEMENT,
UNJUST ENRICHMENT,
ACCOUNTING, RICO
VIOLATION (18 U.S.C. § 1962(c)),
CONSPIRACY TO COMMIT
RICO VIOLATION (18 U.S.C. §
1962(d)), FRAUD, BREACH OF
CONTRACT, AND DEFAMATION**

YUTING CHEN (A/K/A TIFFANY CHEN,
A/K/A LILY CHAO), TAO DING (A/K/A
DAMIEN DING A/K/A DAMIEN LEUNG),
GUANGHUA LIANG, YANG YANG, ALEX
WANG, SELINA CHEN, JIANRONG
WANG, XILEI WANG, YI CHUNG YANG,
JUNIPER VENTURES INCORPORATED,
PROJECT REVOLUTION FUND INC.,
JUNIPER VENTURE HOLDINGS LLC,
JUNIPER VENTURE PARTNERS LLC, EIAN
LABS INC. (F/K/A POREPSUS INC.),
FOURHAIR LLC, LAKESIDE GARDEN
HERITAGE LLC, POWERSCALE CAPITAL

MANAGEMENT LLC, POWERSCALE CAPITAL FUND LP, BLACK COBBLE RIDESHARE FUNDING LLC, TEMUJIN LABS INC. (DELAWARE), TEMUJIN LABS INC. (CAYMAN), NESSCO INVESTMENTS, LLC, FINDORA FOUNDATION LTD., DISCREET LABS LTD., and Does 1-100, inclusive,

Cross-Defendants.

Abittan ARIEL ABITTAN (“Cross-Complainant” or “Abittan”), by and through the undersigned counsel, alleges as follows:

1. Temujin Labs Inc. (Delaware) (“Temujin DE”) filed a complaint against Abittan seeking declaratory relief and damages for civil conspiracy, tortious interference with contract, and trade secret misappropriation. A copy of the complaint is attached as Exhibit A.

2. Abittan has demurred to the complaint and, though no answer has been filed, denies any liability to Temujin DE.

3. This cross-complaint arises from a multi-year fraudulent conspiracy orchestrated by Yuting Chen (a/k/a Tiffany Chen, a/k/a Lily Chao) (“Chen”); her husband Tao Ding (a/k/a Damien Ding, a/k/a Damien Leung) (“Ding”); the numerous entities they control, including Juniper Ventures Incorporated, Project Revolution Fund Inc., Juniper Venture Holdings LLC, Juniper Venture Partners LLC, Eian Labs Inc. (f/k/a Porepsus Inc.), Fourhair LLC, Lakeside Garden Heritage LLC, Powerscale Capital Management LLC, Powerscale Capital Fund LP, Black Cobble Rideshare Funding LLC, Temujin Labs Inc. (Delaware), Temujin Labs Inc. (Cayman), Nessco Investments, LLC, Findora Foundation Ltd., and Discreet Labs Ltd.; and a coterie of Chinese nationals that played straw-person roles in Chen and Ding’s unlawful conduct, including Guanghua Liang, Yang Yang, Alex Wang, Selena Chen, Jianrong Wang, Xilei Wang, and Yi Chung Yang (collectively, “Cross-Defendants”).

4. Cross-Defendants’ conspiracy flies under the banner of a cryptocurrency and

1 blockchain project currently known to the public as Findora.¹ Findora was founded by Abittan,
2 Chen, and Ding as part of an oral and/or implied partnership formed in 2018 (the “Partnership”).

3 5. Prior to and throughout the Partnership, Chen and Ding inspired both Abittan’s
4 loyalty and his deference, first through a watch business that required Abittan to wire millions of
5 dollars to Chen and Ding without any written contracts and, second, through promises of unicorn-
6 like success if Abittan followed Chen and Ding’s business advice without question. And once Chen
7 and Ding knew they had Abittan’s full trust, they weaponized it to steal the Partnership’s novel
8 blockchain project—Findora—and millions of dollars from investors and Abittan. In the process,
9 Ding and Chen defamed Abittan to countless individuals, incurred over \$600,000 of debt on
10 Abittan’s personal credit, converted millions of dollars’ worth of watches, and stole an additional
11 \$1,200,000 from Abittan’s friends and family.

12 6. As part of their fraudulent scheme, Chen and Ding relied on misdirection and
13 anonymity. While reassuring Abittan that he had an interest in all aspects of Findora, Chen and
14 Ding fraudulently formed at least thirteen (13) entities through a series of forged contracts, false
15 filings, and misrepresentations about ownership. They created a web of shell companies that
16 become so unwieldy that Chen and Ding had to back date documents so that the chronology of
17 entities would make temporal sense. They repeatedly lied about the purposes, functions, and
18 compositions of discrete entities in their corporate web.

19 7. Then, in a final attempt to coopt Findora, Chen and Ding fraudulently induced
20 Abittan to sign a single-page document that, at the time, Chen and Ding falsely claimed was a
21 corporate formality to preserve the rights of Findora’s shareholders. Chen and Ding now contend
22 that this single-page document represents Abittan’s consent to transfer the Findora name and
23 intellectual property from Eian Labs Inc.—the corporate entity of which Abittan believed he was
24 at least a 39.6% beneficial owner—to a newly-created Cayman Islands entity, Temujin Labs Inc.

25
26 ¹ The intellectual property underlying Findora was previously known as Eian. For simplicity (and
27 because there is also an entity named Eian Labs Inc.), all references to the intellectual property
28 itself (also referred to as “blockchain technology” or the “coin”) will use the current “Findora”
name.

1 (Cayman)—in which Abittan has no stake. In essence, Chen and Ding claim that Abittan knowingly
2 consented to the sale of his entire technology company—believed to be valued at over
3 \$50,000,000—via a one-page document in exchange for **absolutely nothing**.

4 8. In reality, however, Chen and Ding had concocted the document as a poorly
5 conceived attempt to legitimize their theft of Abittan’s ownership interest in Findora. But Chen and
6 Ding were ultimately hoisted by their own petard. After years of misdirection and corporate tricks,
7 Chen and Ding’s tactics began to surface when they pushed Abittan out of Findora and denied the
8 existence of the Partnership.

9 9. Critically, Findora’s employees, consultants, and advisors subsequently observed,
10 and responded to, Chen’s and Ding’s obvious misconduct. In late 2020, Stanford cryptographers,
11 including Findora CEO Charles Lu (“Lu”), CTO/Chief Scientist Benjamin Fisch (“Fisch”), globally
12 renowned consultant Franklin Fu (“Fu”), and numerous other employees from the engineering team
13 (essentially the entire company) resigned. Another well-known cryptologist, Paul Scherer, went so
14 far as to send a cease-and-desist letter to Findora, warning them not to associate his name with the
15 project.

16 10. In sum, and as detailed below, Chen and Ding are con artists. Using charisma and
17 lavish displays of wealth, they lure in optimistic individuals who are acting in good faith. Chen and
18 Ding then misrepresent, misdirect, and deceive. They say whatever is necessary to induce others to
19 provide money or other resources. To cover their tracks, they use fake names, straw-persons, and
20 other lies about their relationships and identities. They hide their assets, even their home, using
21 shell corporations. They have even refused to include their names on court filings. They undertake
22 these manipulative actions to prevent accountability to their victims, including Abittan.

23 11. Abittan files this lawsuit in order to: (a) recover Abittan’s direct damages due to
24 Cross-Defendants’ fraudulent and unlawful conduct; (b) obtain a declaration of Abittan’s rights in
25 Findora; (c) prevent Cross-Defendants from destroying, disposing of, or unlawfully using Findora’s
26 valuable intellectual property; and (d) prevent Cross-Defendants from continuing to harm Abittan.

1 Venture Partners LLC, Eian Labs Inc. (f/k/a Porepsus Inc.), Fourhair LLC, Lakeside Garden
2 Heritage LLC, Powerscale Capital Management LLC, Powerscale Capital Fund LP, Black Cobble
3 Rideshare Funding LLC, Temujin Labs Inc. (Delaware), Temujin Labs Inc. (Cayman), Nessco
4 Investments, LLC, Findora Foundation Ltd., Discreet Labs Ltd., Guanghua Liang, Yang Yang,
5 Alex Wang, Selena Chen, Jianrong Wang, Xilei Wang, and Yi Chung Yang to commit numerous
6 unlawful acts, including stealing Findora and embezzling millions from Abittan and other Findora
7 investors.

8 15. Cross-Complainant is informed and believes and, on that basis, alleges that Cross-
9 Defendant Ding is an individual residing in Atherton, California. Since 2016, Ding has been known
10 to Abittan by at least three names (Tao Ding, Damien Ding, and Damien Leung) but Cross-
11 Complainant is informed and believes and, on that basis, alleges that Damien Ding is Cross-
12 Defendant Ding's true name. Ding is the coleader of a fraudulent association-in-fact enterprise that
13 has used Juniper Ventures Incorporated, Project Revolution Fund Inc., Juniper Venture Holdings
14 LLC, Juniper Venture Partners LLC, Eian Labs Inc. (f/k/a Porepsus Inc.), Fourhair LLC, Lakeside
15 Garden Heritage LLC, Powerscale Capital Management LLC, Powerscale Capital Fund LP, Black
16 Cobble Rideshare Funding LLC, Temujin Labs Inc. (Delaware), Temujin Labs Inc. (Cayman),
17 Nessco Investments, LLC, Findora Foundation Ltd., Discreet Labs Ltd., and the agents known as
18 Guanghua Liang, Yang Yang, Alex Wang, Selena Chen, Jianrong Wang and Yi Chung Yang, to
19 commit numerous unlawful acts, including stealing Findora and embezzling millions from Abittan
20 and other Findora investors.

21 16. Cross-Defendant Juniper Ventures Incorporated ("JVI") is a Delaware Corporation
22 doing business in California. Abittan is informed and believes and, on that basis, alleges that JVI
23 is controlled by Ding and Chen and that JVI is a culpable member of Ding and Chen's fraudulent
24 association-in-fact enterprise.

25 17. Cross-Defendant Project Revolution Fund Inc. ("Project Revolution") is a Delaware
26 Corporation doing business in California. Abittan is informed and believes and, on that basis,

1 alleges that Project Revolution is controlled by Ding and Chen and that Project Revolution is a
2 culpable member of Ding and Chen's fraudulent association-in-fact enterprise.

3 18. Cross-Defendant Juniper Venture Holdings LLC ("JV Holdings") is a limited
4 liability company formed under the laws of Delaware. Abittan is informed and believes and, on that
5 basis, alleges that JV Holdings is controlled by Ding and Chen and that JV Holdings is a culpable
6 member of Ding and Chen's fraudulent association-in-fact enterprise.

7 19. Cross-Defendant Juniper Venture Partners LLC ("JV Partners") is a limited liability
8 company formed under the laws of Delaware. Abittan is informed and believes and, on that basis,
9 alleges that JV Partners is controlled by Ding and Chen and that JV Partners is a culpable member
10 of Ding and Chen's fraudulent association-in-fact enterprise.

11 20. Cross-Defendant Eian Labs Inc. (f/k/a Porepsus Labs Inc.) ("Eian") is a Delaware
12 Corporation doing business in California. Abittan is informed and believes and, on that basis,
13 alleges that Eian is controlled by Ding and Chen and that Eian a culpable member of Ding and
14 Chen's fraudulent association-in-fact enterprise.

15 21. Cross-Defendant Fourhair LLC ("Fourhair") is a limited liability company formed
16 under the laws of Nevada. Abittan is informed and believes and, on that basis, alleges that Fourhair
17 is controlled by Ding and Chen and that Fourhair is a culpable member of Ding and Chen's
18 fraudulent association-in-fact enterprise.

19 22. Cross-Defendant Lakeside Garden Heritage LLC ("Lakeside") is a limited liability
20 company formed under the laws of Delaware. Abittan is informed and believes and, on that basis,
21 alleges that Lakeside is controlled by Ding and Chen and that Lakeside is a culpable member of
22 Ding and Chen's fraudulent association-in-fact enterprise.

23 23. Cross-Defendant Powerscale Capital Management LLC ("Powerscale Capital") is a
24 limited liability company formed under the laws of Delaware. Abittan is informed and believes and,
25 on that basis, alleges that Powerscale Capital is controlled by Ding and Chen and that Powerscale
26 Capital is a culpable member of Ding and Chen's fraudulent association-in-fact enterprise.

1 24. Cross-Defendant Powerscale Capital Fund LP (“Powerscale Fund”) is a foreign
2 company organized under the laws of the Cayman Islands. Abittan is informed and believes and,
3 on that basis, alleges that Powerscale Fund is controlled by Ding and Chen and that Powerscale
4 Fund is a culpable member of Ding and Chen’s fraudulent association-in-fact enterprise.

5 25. Cross-Defendant Powerscale Black Cobble Rideshare Funding LLC (“Black
6 Cobble”) is a limited liability company formed under the laws of Delaware. Abittan is informed
7 and believes and, on that basis, alleges that Black Cobble is controlled by Ding and Chen and that
8 Black Cobble is a culpable member of Ding and Chen’s fraudulent association-in-fact enterprise.

9 26. Cross-Defendant Temujin Labs Inc. (Delaware) (“Temujin DE”) is a corporation
10 organized and existing under the laws of Delaware with its principal place of business in Santa
11 Clara County, California that purports to do business under the stolen name “Findora.” Abittan is
12 informed and believes and, on that basis, alleges that Temujin DE is controlled by Ding and Chen
13 and that Temujin DE is a culpable member of Ding and Chen’s fraudulent association-in-fact
14 enterprise.

15 27. Cross-Defendant Temujin Labs Inc. (Cayman) is a foreign company organized
16 under the laws of the Cayman Islands with its principal place of business in Santa Clara County,
17 California that purports to do business under the stolen name “Findora.” Abittan is informed and
18 believes and, on that basis, alleges that Temujin Cayman is controlled by Ding and Chen and that
19 Temujin Cayman is a culpable member of Ding and Chen’s fraudulent association-in-fact enterprise.

20 28. Cross-Defendant Nessco Investments, LLC (“Nessco”) is a limited liability
21 company formed under the laws of Delaware. Abittan is informed and believes and, on that basis,
22 alleges that Nessco is controlled by Ding and Chen and that Nessco is a culpable member of Ding
23 and Chen’s fraudulent association-in-fact enterprise. Abittan is informed and believes and, on that
24 basis, alleges that Nessco is the shell company that holds 69 Isabella Ave.—the house in which
25 Ding and Chen’s criminal enterprise operated.

26 29. Cross-Defendant Findora Foundation Ltd. (“Findora Foundation”) is a foreign
27 company organized under the laws of the Cayman Islands with its principal place of business in
28

1 Santa Clara County, California that purports to do business under the stolen name “Findora.”
2 Abittan is informed and believes and, on that basis, alleges that Findora Foundation is controlled
3 by Ding and Chen and that Findora Foundation is a culpable member of Ding and Chen’s fraudulent
4 association-in-fact enterprise.

5 30. Cross-Defendant Discreet Labs Ltd. (“Discreet Labs”) is a limited partnership
6 formed under the laws of Delaware. Abittan is informed and believes and, on that basis, alleges that
7 Discreet Labs is controlled by Ding and Chen and that Discreet Labs is a culpable member of Ding
8 and Chen’s fraudulent association-in-fact enterprise.

9 31. Abittan is informed and believes and, on that basis, alleges that Cross-Defendant
10 Guanghua Liang is a resident of China. Abittan is informed and believes and, on that basis, alleges
11 that Guanghua Liang is the agent of Ding and Chen and that Guanghua Liang is a culpable member
12 of Ding and Chen’s fraudulent association-in-fact enterprise.

13 32. Abittan is informed and believes and, on that basis, alleges that Cross-Defendant
14 Yang Yang is a resident of China. Abittan is informed and believes and, on that basis, alleges that
15 Yang Yang is the agent of Ding and Chen and that Yang Yang is a culpable member of Ding and
16 Chen’s fraudulent association-in-fact enterprise.

17 33. Abittan is informed and believes and, on that basis, alleges that Cross-Defendant
18 Alex Wang is a resident of China. Abittan is informed and believes and, on that basis, alleges that
19 Alex Wang is the agent of Ding and Chen and that Alex Wang is a culpable member of Ding and
20 Chen’s fraudulent association-in-fact enterprise.

21 34. Abittan is informed and believes and, on that basis, alleges that Cross-Defendant
22 Selena Chen is an individual residing in Atherton, California. Abittan is informed and believes and,
23 on that basis, alleges that Selena Chen is the agent of Ding and Chen and that Selena Chen is a
24 culpable member of Ding and Chen’s fraudulent association-in-fact enterprise. Abittan is informed
25 and believes and, on that basis, alleges that Selena Chen is the sister of Yuting Chen and executed
26 many documents as part of the criminal scheme.

1 35. Abittan is informed and believes and, on that basis, alleges that Cross-Defendant
2 Jianrong Wang is an individual residing in Atherton, California. Abittan is informed and believes
3 and, on that basis, alleges that Jianrong Wang is the agent of Ding and Chen and that Jianrong
4 Wang is a culpable member of Ding and Chen's fraudulent association-in-fact enterprise. Abittan
5 is informed and believes and, on that basis, alleges that Jianrong Wang is the driver of Chen and
6 Ding, that he lives at 69 Isabella Ave—the house in which Ding and Chen's criminal enterprise
7 operated—and that he has executed many corporate documents as part of the criminal scheme.

8 36. Abittan is informed and believes and, on that basis, alleges that Cross-Defendant
9 Xilei Wang is an individual residing in China. Abittan is informed and believes and, on that basis,
10 alleges that Xilei Wang is the agent of Ding and Chen and that Xilei Wang is a culpable member
11 of Ding and Chen's fraudulent association-in-fact enterprise. Abittan is informed and believes and,
12 on that basis, alleges that Xilei Wang has executed many corporate documents as part of the
13 criminal scheme.

14 37. Abittan is informed and believes and, on that basis, alleges that Cross-Defendant Yi
15 Chung Yang is an individual residing in Hong Kong with a home in Atherton, CA. Abittan is
16 informed and believes and, on that basis, alleges that Yi Chung Yang is the owner of Nessco
17 Investments LLC. Abittan is informed and believes that Yi Chung Yang is the agent of Ding and
18 Chen and that Yi Chung Yang is a culpable member of Ding and Chen's fraudulent association-in-
19 fact enterprise.

20 38. Cross-Complainant does not know the true names and capacities of cross-
21 defendants sued in this Cross-Complaint as Doe 1 through Doe 100, inclusive, and therefore sues
22 these cross-defendants by fictitious names under Section 474 of the California Code of Civil
23 Procedure. To the extent that Tiffany Chen, Yuting Chen, Lily Chao, Damien Ding, Tao Ding,
24 Damien Leung, Guanghua Liang, Yang Yang, Alex Wang, Selena Chen, Jianrong Wang, Xilei
25 Wang, and Yi Chung Yang are not the people Abittan interacted with as fully described in this
26 cross-complaint, or to the extent any such name(s) refer to multiple persons, then such person(s)
27 are included in Does 1 through Does 100, inclusive, sued herein. Cross-Complainant will amend

1 this Cross-Complaint to allege the true names and capacities of Doe 1 through Doe 100, inclusive,
2 when ascertained. Cross-Complainant is informed and believes, and on that basis alleges, that each
3 of the cross-defendants named herein as Doe 1 through Doe 100, inclusive, is responsible in some
4 manner for the occurrence, injury, and other damages alleged in this Cross-Complaint.

5 SUBSTANTIVE ALLEGATIONS

6 **A. Abittan Meets Ding and Chen Online Through a Shared Interest in High-End Luxury** 7 **Watches, Which Leads to a Business Partnership**

8 39. In or around May of 2016, Abittan was looking online for a particular high-end
9 luxury watch and came across a listing that Ding, under the username “oneplustwo,” had posted for
10 the watch on The Rolex Forums. Abittan then began discussions with Ding regarding the watch.

11 40. Abittan, Ding, and Chen (who claimed to be married to Ding and who at that time
12 was going by the name Tiffany Chen) then began transacting in watches on a regular basis between
13 2016 and 2019.

14 41. The watches consisted of high-end models of brands like Patek Philippe and Richard
15 Mille, which can currently sell for as much as \$2,500,000.

16 42. The parties reached an oral partnership agreement that would work as follows. First,
17 either Abittan or Ding or Chen would identify a high-end watch that could be acquired from
18 retailers and then resold at a higher price. Then Abittan would contribute 50% of the cost of the
19 watch and Ding/Chen would contribute the other 50%. Finally, Abittan and Ding would work
20 together to resell the watch at a profit. Abittan and Ding/Chen operated as 50/50 partners in the
21 watch business.

22 43. To purchase the watches, Abittan would wire money from his business entity,
23 RealTime NY, LLC (“RealTime”), to Wells Fargo bank accounts in the name of Yuting Chen and
24 Tao Ding. Sometimes, Ding and Chen would pay for their portion of the watches, but as detailed
25 further below, on other occasions, Ding and Chen misused Abittan’s own credit cards to pay their
26 share. As a result of these transactions, Abittan currently co-owns twenty-four luxury watches with
27 Ding and Chen. The total amount of principal that Abittan invested in these watches was \$1,139,270.

1 44. The present value of the unsold watches is nearly eight times greater than the
2 principal value of those watches. Accordingly, Abittan's 50% interest in these watches exceeds
3 \$8,000,000.

4 **B. Ding and Chen Lure Abittan into a Relationship of Trust**

5 45. Through the watch business, Abittan developed a relationship of trust with Ding and
6 Chen. Starting in January 2017, Abittan began traveling to Atherton, California to meet with Ding
7 and Chen. During these trips, Abittan stayed in what Ding and Chen consistently claimed to be
8 their primary residence at 69 Isabella Ave. Atherton, CA 94027 ("69 Isabella Ave.").

9 46. During this time period—between May 2016 and December 2017—the parties
10 wired millions of dollars to one another without incident.

11 47. Ding and Chen routinely claimed to have access to significant familial wealth and
12 made great displays of their money. In one instance, Chen brought Abittan car shopping and
13 purchased two high-end luxury vehicles, one of which was a Rolls-Royce. There were
14 approximately five such vehicles in the driveway of 69 Isabella Ave. at any given time, including
15 multiple Bentleys, a Ferrari, and Mercedes.

16 48. Chen even had a chauffeur, whose name Chen said was Jianrong Wang. On various
17 occasions, Chen had Wang drive Abittan to destinations in and around Atherton. Because Wang
18 did not speak English, Abittan would communicate with him through a translation application on
19 Abittan's mobile phone.

20 49. Chen repeatedly touted her supposed connections with the Chinese business elite.
21 She claimed to be friends with Zhang Ying—the wife of Chinese billionaire and Alibaba founder,
22 Jack Ma. Chen also claimed to have a close personal and professional relationship with Ma Huateng,
23 founder of the seventh most valuable company in the world, Tencent. Chen bragged about meeting
24 Mr. Huateng while he was "still a poor guy." Chen also made regular references to lavish trips with
25 other celebrities and "famous people" in the blockchain industry.

26 50. Chen told Abittan that Ding had attended Harvard as an undergraduate but that he
27 had been kicked out for getting into a fist-fight.

D. Ding and Chen Create Two Public-Facing Entities to Act for the Partnership

63. In January and February of 2018, Abittan began hiring employees for the Findora project. Abittan heavily recruited Stanford Ph.Ds., particularly those affiliated with the Stanford cryptography department.

64. Just before Abittan's most important recruit—Stanford's John Powers—agreed to join the Partnership's blockchain project, Ding and Chen convinced Abittan that, to limit potential liability, they needed to keep the business separate from the tech (often juxtaposed as “the fund” and “the coin”).

65. Consequently, on April 13, 2018, Abittan incorporated Project Revolution as incorporator. From incorporation, and at all times, Abittan served as President and Chief Executive Officer (“CEO”) of Project Revolution.

66. Ding and Chen referred to Project Revolution as the “fund” because it was the public-facing entity of the Partnership that, *inter alia*, paid salaries, entered employee contracts, and executed leases related to Findora.

67. Shortly after creating the fund, on July 19, 2018, Ding formed a second public-facing entity called Eian. Although the articles of incorporation reflect Abittan as the incorporator, Abittan did not sign or receive copies of that document. After the fact, Ding eventually informed Abittan that Ding had formed Eian to act as the public-facing “coin side” of the Partnership.

68. Chen confirmed that this dual fund/coin structure would allow Abittan, Ding, and Chen to retain 100% ownership of the Findora tech, while giving employees equity in the business.

E. Findora is Developed by the Cryptologists Consulting with Project Revolution

69. Once Project Revolution and Eian were in place, Ding and Chen required high-level employees to sign two separate but seemingly related agreements.

70. The first was a consulting agreement with the “fund”—Project Revolution—under which the consultant earned a reasonable salary in exchange for specific services rendered, such as the development of the cryptography library or creation of Findora's open-source component. Project Revolution retained exclusive ownership of all work product arising from the consulting

1 agreements, which included pre-signed and undated Assignment of Copyright and Assignment of
2 Patent Application exhibits.

3 71. The second agreement was an advisor agreement with Eian, under which the same
4 consultant (now called an advisor) would receive equity in “the coin” as compensation for the
5 unspecific service of advising the company from time to time.

6 72. On information and belief, Ding and Chen used this two-agreement system to
7 facilitate their fraud. When it behooved them, they could attempt to structure one entity as
8 effectively insolvent, with the other entity owning Findora’s lucrative technology. Therefore, they
9 could induce sophisticated cryptologists into creating multi-million-dollar blockchain technology
10 (Findora) in exchange for modest salaries and the promise of equity, yet they could also ensure that
11 the equity was in a company worth nothing and owning nothing.

12 **F. Abittan Devotes Time, Energy, and Money into Attracting Investors**

13 73. While unaware of Chen and Ding’s fraudulent corporate structure and overall
14 unlawful scheme, Abittan continued to work on Findora.

15 74. Abittan would fly from his New York home to Atherton multiple times per month
16 to work on the venture.

17 75. In addition to spearheading the recruitment of an elite team of cryptologists, Abittan
18 also had operational responsibilities and was involved in the creation of at least one white paper,
19 which is a common component of blockchain companies. Abittan also was involved in fundraising
20 and investor pitches.

21 76. During the same period, Ding and Chen consistently represented that they had
22 secured or were securing investments in Findora from major players in China. For example, Chen
23 touted a potential investment from Jack Ma’s wife, going so far as to claim that Ma’s wife was
24 concerned with Abittan’s availability on weekends given that Abittan observes the Sabbath.

25 77. Chen also spent \$70,000 on a lavish investor trip for the early investors in TRON
26 Foundation (an entity dedicated to building infrastructure for a decentralized Internet). Chen
27

1 claimed that, as a result of the trip, the investors were going to invest \$230,000,000 in tokens and
2 that it was a “done deal.” However, Chen refused to show Abittan the paperwork.

3 78. Chen also claimed to be close to closing a deal with Tencent CEO Ma Huateng to
4 lead an investment round.

5 79. Later, Chen touted her progress on a \$50,000,000 investment.

6 80. Nonetheless, in July 2018, relying on Chen’s representation that she had already
7 raised substantial amounts of money, Abittan sought to raise funds from his own network of family
8 and friends. Abittan ultimately secured \$1,200,000 in investments for Findora from five private
9 investors. These investments took the form of Simple Agreements for Future Tokens (“SAFTs”)
10 between the investor and JVI.

11 81. Pursuant to the SAFTs, the investors wired \$1,200,000 into JVI’s Chase bank
12 account. In exchange for investing in JVI, the investors were promised that, if Eian—the company
13 everyone believed held the rights to Findora’s blockchain technology—had an initial coin offering
14 (“ICO”), then their money would be converted to coins at a 70% discount to the token price. If Eian
15 did not have an ICO, then they would receive their money back within 90 days.

16 82. Findora did not issue a token within 90 days, but each of the investors decided to
17 roll their investments into future equity or token offerings. Of course, the investors were not willing
18 to wait forever. Eventually, the investors demanded their money back.

19 83. In March 2019, responding to investor pressure, Chen flew to New York to appease
20 the investors. She and Abittan met with three of the investors, and in an effort to buy time, Chen
21 offered them a new deal, including a promise to return their investment with a 25% annualized
22 return if Eian did not issue a token. To convince the investors to hold out for an equity or token
23 offering, Chen presented the investors with a term sheet showing a \$10,000,000 incoming
24 investment from China Orient Group, at a \$60,000,000 valuation for Findora.

25 84. By that time, Abittan and Chen could point to concrete accomplishments related to
26 Findora. The consultants under contract with Project Revolution had built an operating demo, were
27 actively pitching Findora to funds as use cases, and had completed several white papers. Findora
28

1 was just six months away from a test net. Abittan was involved in much of those accomplishments,
2 getting weekly and sometimes daily summaries on the engineering team's progress.

3 **G. As Abittan Diligently Works to Make Findora a Success, Ding and Chen Take**
4 **Advantage of Abittan's Trust**

5 85. Starting in early 2018, Chen directed Abittan to open multiple credit card accounts,
6 with multiple cards issued to her and other individuals, to be used for Findora. At the outset, Chen
7 promised Abittan that the cards would be used only for business purposes, and therefore, all
8 expenses would be reimbursed by the Partnership.

9 86. As a result of her promises, Chen obtained a credit card linked to Abittan's business
10 account for RealTime, which was the entity previously used to wire money back and forth between
11 Abittan, Ding, and Chen during the watch transactions.

12 87. Chen soon thereafter demanded that Abittan open a Chase credit card for JVI and
13 an American Express credit card for Project Revolution—both of which Chen promised would be
14 used exclusively in connection with Findora. Upon information and belief, Chen and Ding then
15 used Abittan's personal information to obtain individual credit cards in the names of Chen, Lu,
16 Fisch, John Powers, Xu Fen Xe, Selina Chen, Ravi Chiruvolu, Eliana Abittan, and Fiona Zhang.
17 Chen and Ding ultimately linked these cards to Abittan's personal credit.

18 88. Chen represented to Abittan that the cards in Lu, Fisch, and others' names would be
19 distributed to those individuals for business use. However, on information and belief, Chen kept
20 and used each of the cards many times without informing these employees of the charges incurred
21 in their names.

22 89. Eventually, Chen (and her agents) began using the cards for her and Ding's personal
23 benefit. Chen explained this—as she did in connection with corporate paperwork—by telling
24 Abittan that, for privacy reasons, she did not want to give out her own personal identifying
25 information to credit card companies. She also stated that needed the card because she and Ding
26 used to have an American Express Black Card but were cutoff when they refused to disclose certain
27

1 financials in response to a financial review request from American Express. Chen promised that
2 she would pay the personal expenses off each month.

3 90. Chen, Ding, and their agents, racked up hundreds of thousands of dollars in credit
4 card charges, the vast majority of which were not for Findora business. The charges included, but
5 were not limited to:

- 6 • A piano for her children;
- 7 • School tuition;
- 8 • Gifts from Saks Fifth Avenue and other designer shops;
- 9 • A trip to Las Vegas;
- 10 • Fine wines;
- 11 • Doctors' offices;
- 12 • High-end restaurants;
- 13 • Taobao.com (a Chinese online shopping website);
- 14 • Costco;
- 15 • Airline tickets;
- 16 • Luxury hotels; and
- 17 • Ding and Chen's half of the investments for certain watches.

18 91. On one occasion, Ding called American Express, fraudulently claiming to be
19 Abittan, and requested that American Express increase the account's credit limit. Ding provided
20 financial documents to support his request, which Abittan has demanded but has never seen.

21 92. Ding and Chen also attempted to have Abittan open an American Express Black
22 Card with a limitless credit line for their use. This effort entailed attempting to engage in
23 transactions at a high enough volume on Abittan's credit cards, and making enough payments to
24 that account, to receive an invitation from American Express Black. Chen even suggested such
25 extreme measures as buying a house with a credit card (which turned out to be impossible).
26 Fortunately, Ding and Chen's attempt failed; otherwise, they likely would have incurred additional
27 millions in debt under Abittan's name before being caught.

H. Abittan Demands the Return of Investor Funds and Chen Stops Paying the Credit Cards

93. In April 2019, Abittan demanded that Ding and Chen return money to the investors. At first, Chen agreed and requested that Abittan send her wiring information. But Chen never sent the money. Instead, Ding questioned Abittan's loyalty, asking Abittan whether he represented Findora or the investors.

94. Ding and Chen later told Abittan that he didn't have "the stomach" to be the cofounder of a successful company if he could not handle investor complaints. Ding and Chen also stated that, if the investors wanted to sue, let them sue. According to Ding, "by the time they get through in court, we'll be so big it won't matter." Abittan understood through conversations with Ding and Chen that their glib approach to litigation was driven in part by the security and insulation they felt as a result of omitting their true names on corporate documents and in conjunction with owning assets.

95. At the same time that Abittan demanded investor repayment, Chen stopped paying the bills for the credit cards that she had obtained in Abittan's name. The outstanding balance on the cards was approximately \$637,000. Chen had not previously been late on those credit card payments, and she assured Abittan that she would make the payments soon.

96. On May 13, 2019, Abittan and his father (on behalf of investors), flew to California to meet with Ding and Chen and resolve the investor and credit card issues. Ding and Chen blew them off. Knowing that Abittan and his father were flying back to New York the same day, Chen did not show up to meet with them as scheduled. Instead—and in what would become a pattern—Chen met them for ten minutes on the sidewalk outside of a restaurant, before they had to leave for their flight home. Chen assured Abittan and his father that she would take care of everything and purported to make a payment toward the credit card balance. However, the payment was rejected.

I. As a Ruse to Coopt Findora, Ding and Chen Tell Abittan They Must Transfer Eian's Assets to a Cayman Entity to Protect Investors

97. On July 2, 2019, Abittan again flew from New York to California. The following day, July 3, 2019, Abittan met with Chen and/or Ding twice.

98. The first meeting was in the early afternoon. Abittan asked to meet with Chen at 11:00 a.m. Chen agreed. Although the meeting concerned Findora business and happened on a workday, Chen asked Abittan to meet her in the parking lot of a Menlo Park Safeway grocery store, explaining that she did not want to talk in the Findora office because "Charles [Lu, Findora's then-CEO] is a gossipe [sic]." Chen did not arrive at the parking lot until approximately 12:15 p.m.

99. Chen told Abittan that Eian needed to be converted to a Cayman entity, explaining that the conversion would minimize any potential liability to investors in connection with Eian's anticipated coin sale. However, Chen did not provide Abittan with any paperwork at that time.

100. Instead, Chen asked what time Abittan needed to go to the airport. Since Abittan had a flight back to New York scheduled for 9:45 p.m. out of San Francisco International Airport, he informed Chen that he would need to leave between 7:30 p.m. and 8:00 p.m. Accordingly, Chen said she would meet him again at about 7:00 p.m.

101. Ding and Chen did not meet with Abittan until approximately 7:45 p.m. In a detached garage that was used as an office conference room, Chen gave Abittan a document and insisted that he sign it. Chen represented that the paperwork would not change Abittan's equity interest as a founder and owner of Findora. She also represented that the interests of the other Findora investors would not change.

102. Abittan asked questions about the documents, but Chen created a hostile environment and got upset at the questions. Chen insisted that Abittan take her at her word that this document was to consummate a transaction that would maintain his equity interest as a founder and owner. She insisted that he sign the documents and contended that anything less would be a "betrayal of trust." Believing Chen's representations, Abittan signed the paperwork.

1 103. The paperwork had signature lines for Lu, Fisch, and others. However, Chen
2 instructed Abittan not to discuss the agreement with Lu or Fisch under any circumstances.

3 104. Chen assured Abittan that Chen would send Abittan electronic copies of the
4 documents. She did not do so.

5 105. Following this fraudulent transaction, Chen repeatedly represented to Abittan in
6 phone calls, emails, and texts, that he continued to have a significant equity interest in Findora. For
7 example, she continued to agree in writing that he was a major owner and co-founder of Findora.

8 **J. Ding and Chen Quietly Shut Abittan Out of His Own Company, While Defrauding**
9 **Abittan as to the Credit Card Debt**

10 106. After fraudulently inducing Abittan into signing the July 3, 2019 paperwork, Ding
11 and Chen set to work shutting Abittan out of his own company.

12 107. In or about the first week of July 2019, Ding and Chen caused Temujin Cayman to
13 enter into a written employment contract with Lu to serve as Temujin Cayman's (rather than Eian's)
14 Chief Executive Officer. At around the same time, they caused Fisch to enter into a written
15 consulting agreement with Temujin Cayman.

16 108. In mid-July 2019, Ding and Chen caused a new Findora website to be put up. Abittan
17 noticed that he was not on the new website, and asked Chen more than once to fix the issue. Chen
18 brushed him off by insisting it was just a draft website that would be updated in due time.

19 109. At about the same time, Ding and Chen cut off Abittan's access to his Eian email
20 account. Again, Abittan informed Chen, and Chen brushed him off.

21 110. As the Temujin Cayman transactions were happening, Abittan continued to demand
22 payment of his credit debt, but Chen continued to string him along.

23 111. On July 10, 2019, Chen promised in a text message that her sister Selena would
24 make an \$85,000 payment that same day. No payment ever came.

25 112. On July 28, 2019, Chen promised again that she would transmit money that same
26 day. Again, no payment ever came.

1 113. In August 2019, Abittan learned of a lawsuit in New York relating to the
2 \$365,622.60 outstanding credit card debt on the Project Revolution Fund American Express
3 account. Abittan texted Chen immediately. Chen responded that it was her priority and that she
4 would make things right. Abittan sent Chen his bank account wiring information and a screenshot
5 showing his credit rating dropping by more than 150 points. Chen brushed Abittan off and told him
6 not to bother her.

7 114. Abittan continued to demand payment on the credit card debt through December
8 2019. Chen promised Abittan that she would arrange to have the debt paid by December 31, 2019.
9 Relying on those representations, Abittan agreed to make full payment to American Express by that
10 date. Specifically, Abittan hired Chesky Monk to negotiate a payment agreement with American
11 Express to dispose of the debt and resolve the lawsuit against Abittan pertaining to that debt.

12 115. Chen, however, had no intention of honoring her promise. Instead, she asked Abittan
13 to fly to California to meet with her and a “rich” and “powerful” friend who was supposedly an
14 experienced investor worth hundreds of millions of dollars. According to Chen, that friend was
15 going to somehow take care of the credit card debt in conjunction with an investment into Findora.

16 116. On December 29, 2019, Abittan flew to the Bay Area and was instructed to meet
17 Chen at a restaurant called Dim Sum King in Daly City. Ding and Chen’s whole family were there,
18 including Selena Chen, and the supposedly powerful businessman, named Yang Yang. Chen
19 presented Abittan with a separation agreement whereby Abittan would be paid \$190,000 in
20 exchange for separating from Eian. The counter-signatory on the separation agreement was to be
21 Xilei Wang—a strawperson whom Chen and Ding had previously entrusted to act as their agent.
22 Abittan refused to sign the agreement and told Chen to pay him back the credit card debt either
23 using some of the money from the \$50,000,000 investment she claimed she had secured or by
24 taking out a loan.

25 117. Ultimately, Chen did not pay the American Express debt by December 31, 2019 as
26 promised. Abittan was forced to make a payment of \$183,982.21 so that his ongoing business
27 RealTime would remain in good standing. Abittan was later served with a New York complaint by

1 American Express regarding a \$365,622.60 outstanding balance on the Project Revolution account.
2 That action remains pending. Likewise, the \$85,552.31 debt on the Chase credit card for JVI
3 remains unresolved. In addition, Abittan incurred approximately \$23,000 in business expenditures
4 (like Abittan's flights and hotel stays for Findora work) that have not been reimbursed as promised.

5 118. Chen and Ding also eliminated Abittan's rightful access to the business, while lying
6 to Findora's executives and employees about Abittan's absence. Defaming Abittan, Chen told Lu
7 and Fisch that Abittan had made false promises to investors and that his departure from Findora
8 and sporadic subsequent appearances were no cause for alarm. Chen falsely told investors and
9 employees that Abittan was not a major owner of Findora and that Abittan was lying when he
10 claimed to be a founder.

11 119. Meanwhile—in text messages with Abittan and his father from January through
12 June 2020—Ding and Chen made additional misrepresentations. They repeatedly admonished
13 Abittan not to share information with anyone at Findora, particularly with Lu and Fisch. On
14 information and belief, Ding and Chen knew that they had made materially misleading and
15 inconsistent statements to Abittan, on the one hand, and to Lu and Fisch on the other hand.
16 Therefore, communications between Abittan, Lu, and Fisch were likely to reveal Ding and Chen's
17 misconduct and fraud. Chen ultimately blocked messages from Abittan but continued to take
18 messages and have phone calls with Abittan's father.

19 120. By September 2020, employee dissatisfaction at Findora had escalated due to
20 concerns over a lack of transparency and (accurate) beliefs that Ding and Chen were engaging in
21 misconduct.

22 121. Ultimately, as a result of concerns about how Findora was being run, the majority
23 of the Findora engineering team, including its Chief Executive Officer and Chief Technology
24 Officer, resigned.

25 122. At the same time, Abittan's father called Chen and demanded that she call Abittan
26 to work things out. Abittan's father suggested that, if she did not, Abittan would have no recourse
27 aside from litigation.

K. Abittan Begins to Discover the Extent of the Fraudulent and Illicit Conduct by Chen, Ding, and Their Co-Conspirators

123. Abittan subsequently discovered that Chen, Ding, and their Co-Conspirators had engaged in ongoing illicit, fraudulent, and racketeering conduct, ultimately harming Abittan. Abittan discovered these facts through an ongoing investigation into Chen and Ding, speaking with former Findora executives and employees, and reviewing documents filed in this litigation and the related federal litigation.³

i. Fraudulent Documents

124. Chen had fraudulently induced Abittan to sign documents that Chen and Ding (and their co-conspirators) then used to purportedly transfer Eian’s assets—which are not identified with specificity, but which Chen and Ding led everyone to believe meant Findora’s name and blockchain technology—to a new company called Temujin Labs Inc. But—in addition to the fraudulent inducement—the documents were sloppy and inconsistent. On July 2, 2019, Chen and Ding created two entities with identical names: (1) Temujin Labs Inc. in Delaware (“Temujin DE”); and (2) Temujin Labs Inc. in the Cayman Islands (“Temujin Cayman”).

125. Chen and Ding have now produced a “Unanimous Action of Members” (“UAM”), dated July 3, 2019, stating that Eian owed \$300,000 to Temujin Labs Inc. but lacked “sufficient assets” to repay that debt. The document then purports to authorize Eian to sell its assets to Temujin Labs Inc. for \$1 and a discharge of the \$300,000 debt. Cross-Defendants have not explained the following inconsistencies:

- In federal filings, the defendants have repeatedly stated that Temujin Delaware and Temujin Cayman are distinct entities (*see* Temujin DE’s Motion to Dismiss at 12) yet the UAM does not specify which Temujin Labs Inc. was owed the \$300,000 debt from Eian.

³ The related federal litigation was filed by Abittan against Chen, Ding, Temujin DE and Temujin Cayman in the Northern District of California, 5:20-CV-09340-NC (the “Federal Action”).

- 1 • It is unclear how or why, on July 3, 2019, Eian owed \$300,000 to an entity formed
2 one day prior on July 2, 2019.
- 3 • It is unclear why Temujin Labs Inc. would pay consideration of \$300,001 to
4 purchase Eian's assets, where the UAM states that Eian "has no sufficient assets to
5 repay the [\$300,000] Debt" to Temujin Labs Inc. Nor does the UAM identify the
6 assets being sold with any specificity. In other words, the UAM states that Temujin
7 Labs Inc. is providing \$300,001 in exchange for nothing.
- 8 • On its face, the UAM purports to be signed by 2 members of Juniper Venture
9 Partners LLC (Eian Labs' majority owner): (1) Fourhair LLC; and (2) Ariel M.
10 Abittan. The signatory for Fourhair LLC was Guanghua Liang as CEO. But Ding
11 and Chen have never introduced Abittan to Guanghua Liang or otherwise
12 confirmed that person's identity;
- 13 • There is no text showing that the first page with substantive provisions was actually
14 affixed to the signature page. Both pages lack page numbers, and the signature page
15 lacks any text other than the date and signature blocks.
- 16 • Cross-Defendants have not produced an original copy of the UAM.
- 17 • The UAM states that "Eian Labs is authorized to enter into a settlement and mutual
18 release agreement as well as asset purchase agreement with the Creditor, the forms
19 of which are set forth on Exhibit A attached here to." However, counsel for Temujin
20 Cayman, Temujin DE, Chen, and Ding filed with the federal court a copy excluding
21 the referenced "Exhibit A" and have never produced another copy with the
22 Exhibit A.
- 23 • On its face—and without the missing "Exhibit A"—the UAM is not a sales
24 agreement and does not effect a transaction between Temujin Labs Inc. and Eian.
25 Rather, it authorizes a transaction pursuant to other papers.

26 126. Furthermore, in lieu of the missing "Exhibit A"—which should be a settlement and
27 mutual release agreement and asset purchase agreement—Temujin DE filed in the Federal Action

an “Intellectual Property Sale Agreement” (“IPSA”) between Eian as seller and Temujin Cayman as purchaser. That document contradicts the “UAM” in multiple ways:

- The IPSA is dated August 12, 2019, without any explanation as to why it was not attached to the UAM or as to the inconsistent dates.
- The metadata of the IPSA indicates that it was actually drafted on December 17, 2020, more than one year **after** it was purportedly executed.
- The IPSA lists assets that Eian is selling, whereas the UAM stated that Eian lacked sufficient assets to pay a \$300,000 debt to Temujin Cayman.
- Contrary to the UAM, the IPSA does not refer to any debt owed by Eian to Temujin Cayman (or Temujin DE); instead it states that Temujin Cayman would pay \$300,000 to Eian in exchange for Eian’s assets, contrary to the UAM’s statement that Eian lacked assets.

ii. Obfuscating True Identities, Concealing Assets, and Evading Service of Process

127. Throughout this multi-year scheme, Plaintiff was lulled into trusting Chen and Ding by their grandiose displays of wealth and plausible (but likely false) relationships with China’s most elite businesspeople.

128. Since litigation began, however, Plaintiff continues to uncover the extent of Chen and Ding’s malfeasance, including their intentional use of false names to purportedly avoid detection by the Chinese government and service of process. In the related federal litigation, for example, Chen and Ding have attempted to restrict their counsel from using their names in any filings (even in routine stipulations), and they have suggested that Plaintiff has confusion as to their identities.

129. But this case is **not** one of mistaken identity. Plaintiff spent thousands of hours working alongside Defendants to buy and sell high-value watches, seek and obtain millions of dollars from investors, recruit prestigious cryptographers, and build a successful fintech company. Hundreds of these hours were spent face-to-face—most frequently at Defendants’ house located at

1 69 Isabella Ave.—with numerous witnesses present, including employees and Defendants’ own
2 children.

3 130. Until their relationship soured in 2020, Ding and Chao frequently invited Abittan to
4 their home, 69 Isabella Ave—a house worth nearly \$25,000,000. On approximately twenty (20)
5 separate occasions, Abittan spent the night at 69 Isabella Ave., and sometimes brought his wife and
6 children. Each time Abittan visited, Ding and Chen were present at their home, which they shared
7 with their two young children; Chen’s sister, Selena Chen; and their long-time driver, Jianrong
8 Wang. Ding and Chen’s children attended Sacred Hearts Schools, Atherton, located just one mile
9 from 69 Isabella Ave. At all times, Ding and Chen held 69 Isabella Ave. out as their primary
10 residence, always referring to it as their house when speaking with Abittan.

11 131. Ding and Chen frequently hosted work sessions at their house, during which time
12 Chen referred to 69 Isabella Ave. as “the Clubhouse.” In reality, the Clubhouse was just another
13 display of wealth that lured Abittan and others into trusting in Chen and Ding’s representations of
14 business acumen and connections. The Clubhouse was a central tool in their fraudulent scheme to
15 convince numerous sophisticated people into working for substantially less than they bargained for
16 and signing away rights to Findora in exchange for equity in an empty company, Eian.

17 132. Despite Abittan’s close relationship with Chen and Ding, they have since contended
18 in the Federal Action that he suffers from a confusion of identities—a confusion that exists, if at
19 all, as a direct result of Ding and Chen’s misidentification tactics. And yet, while hiding from
20 litigation by Abittan, Chen and Ding acted as the “principal client representatives” of Temujin DE
21 to file specious litigation against Abittan and others in this court. Upon information and belief,
22 Temujin DE serves no other purpose, other than acting as the plaintiff in this meritless litigation.
23 Specifically, Abittan has never entered into any contracts with Temujin DE and, by their own
24 admission, Temujin DE has never had any interest in Findora.

25 133. Abittan has subsequently discovered that 69 Isabella Ave. is owned by Nessco,
26 which is managed by Yi Chung Yang. Chen and Ding have attempted to evade service of process
27 in the Federal Action by arguing that 69 Isabella Ave. is owned by Nessco, and therefore, cannot
28

1 be their primary residence. But this argument only highlights the central role that 69 Isabella Ave.
2 and Nessco play in Chen and Ding's fraudulent scheme. In short, Nessco provides Chen and Ding
3 cover to run their criminal enterprise out of a mansion that is a manifestation of their purported
4 business success. By bringing employees and investors to 69 Isabella Ave., Chen and Ding were
5 able to immediately elicit trust from good faith investors and employees who reasonably believed
6 that anyone with a \$25,000,000 home has the wherewithal and connections to make Findora a
7 success. Now that Chen and Ding face liability for their fraud, they have refused to acknowledge
8 that they have ever lived at or had a connection to that property.

9 134. For the avoidance of doubt, the following is a picture of Chen, with whom Abittan
10 interacted in person for hundreds of hours:



1 135. For the avoidance of doubt, the following is a picture of Ding, with whom Abittan
2 interacted in person for hundreds of hours:



20
21 iii. Creating Sham Entities to Fake Investors and Aid in the Fraudulent Scheme

22 136. On September 18, 2018, Ding created at least four new entities to aid in his and
23 Chen's theft of Findora: JV Partners, JV Holdings, Fourhair and Lakeside.

24 137. Specifically, upon information and belief, Ding simultaneously created Fourhair to
25 co-own JV Partners with Abittan, and then used JV Partners and Lakeside to further remove Abittan
26 from Eian by backdating share purchase agreements so that Abittan was not a direct shareholder in
27 Eian, despite the Partnership terms of co-ownership. Ding told Abittan that Lakeside was Jack Ma's

1 wife's entity and that Fourhair was owned by a Chinese investor. In reality, Fourhair, Lakeside, JV
2 Partners, and JV Holdings were created by Ding and Chen to serve as shell companies in their
3 criminal enterprise.

4 138. Upon information and belief, JV Holdings was also used to retroactively legitimize
5 Powerscale Capital. The mission of Powerscale Capital—which was formed on August 2, 2018 and
6 thereafter registered with the Securities Exchange Commission (“SEC”)—was to serve Findora as
7 an investment adviser, focusing on an endowment style investment program. The “owners” of
8 Powerscale Capital, according to the fund formation documents filed with the SEC, are John
9 Powers and JV Holdings. And yet, the term sheet with John Powers says that his co-owner is
10 JuniperVC—a reference to the Partnership between Abittan and Ding/Chen. The term sheet also
11 references the cancellation of an employee contract with JuniperVC, but, upon information and
12 belief, John Powers only had an employee contract with Project Revolution. The interchanging use
13 of entity names further highlights the fraudulent tactics of Ding and Chen.

14 139. Abittan also discovered that Ding and Chen tried to alter the ownership interests in
15 JV Partners in order to finalize pushing Abittan out of Findora. Upon information and belief, Ding
16 and Chen forged Abittan's signature on a document titled “Amendment No. 1 to Operating
17 Agreement” (“Amendment”). The Amendment purported to admit a new majority member to JV
18 Partners—Yang Yang—for a \$4,000 capital contribution. In essence, Abittan was purportedly
19 diluting his interest in JV Partners from 50% to 33.3%, in exchange for nothing.

20 140. Upon information and belief, there are at least three other entities that Ding and
21 Chen formed, which have been used as part of Ding and Chen's scheme, specifically: (1) Black
22 Cobble Rideshare Funding LLC, which Ding had Abittan form as the sole member; (2) Powerscale
23 Capital Fund LP, which was formed in the Cayman Islands in connection with Powerscale Capital
24 Management LLC; and (3) Smart Investment Fund LLC, which was purportedly formed in
25 connection with a trademark application by Ding and Chen's driver, Jianrong Wang using an Eian
26 email address. Upon information and belief, these entities were formed and utilized by Ding and
27

1 Chen as shells created for the purpose of hiding Ding and Chen's identities and assets to avoid the
2 consequences of their fraud.

3 iv. Lying to Investors and Current and Former Findora Employees While Denying
4 Abittan's Role in Findora

5 141. Ding and Chen lied to anyone and everyone in order to continue and hide their fraud.
6 After they shut Abittan out of Findora, took away his access to his emails, and removed him from
7 the Findora website, Ding and Chen (or one of their agents) reported Abittan's LinkedIn profile—
8 which identified Abittan as the Founder and President of Findora—for containing "inaccurate
9 information." As a result of Ding and Chen's false report, LinkedIn removed the Findora
10 information and titles from Abittan's profile.

11 142. As Abittan's hires began leaving in droves, investors started asking questions.

12 143. One potential investor asked: "What about the resignation of Findora's three
13 Stanford founders." The operator of the @findoraen account replied: "We don't have 3 Stanford
14 founders on resignation." In reality, more than a dozen members of the engineering team (including
15 the Stanford co-founders) had departed Findora.

16 144. Another potential investor responded: "someone claims that they have left the team."
17 The owner of @findoraen replied: "Two cofounders Stanford phd students." Of course, as Cross-
18 Defendants' own judicial admissions reveal, these individuals were not just students, but were in
19 fact the CEO and CTO/Chief Scientist of the company. The response does not mention the fact that
20 the vast majority of Findora employees, including these co-founders and the majority of the
21 engineering team had quit because of Chen and Ding's obvious fraudulent conduct.

22 145. A potential investor replied: "student? lol." The owner of @findoraen replied: "John
23 Powers, Stanford MBA and former CEO SMS, passed away this year unfortunately. He is a class
24 act and we remember him for ever! [sic] We have Paul Scherer, Stanford MBA and executive on
25 iNDORA [sic] FOUNDATION. He is active and healthy." This was a non-sequitur meant to
26 deceive investors into thinking that despite the departures of the most essential Findora employees,
27 the truly important individuals from Stanford remained.

1 146. A potential investor responded: “I suggest official announcement from the team to
2 calm investors down as many are claiming now core members of FINDORA quite [sic] the project.”
3 A Findora representative responded: “Not true. And we will. We don’t really want to make an
4 announcement too soon. Let’s have this rumor fly for a while [sic]: it’s a strong PR to draw
5 attention.” This was blatantly false given that the CEO, CTO and Chief Scientist, and engineering
6 team had departed, yet Findora representatives have repeatedly told investors that these individuals
7 were not part of the “core” team.

8 147. The owner of @findoraen then reminded investors that the two Stanford Ph.D.’s
9 previously mentioned were just students, before stating: “We have real engineering teams of
10 engineers and cryptographers and application developers”—as if to cast the departure of the most
11 important Findora employees as two summer interns leaving while the remainder of the team
12 remained intact.

13 148. In another mid-December 2020 Telegram thread, one potential investor stated: “I
14 am ready to purchase option D but you have no [sic] clarified who the co founders [sic] are?” A
15 Findora representative responded by pointing the investor to info.findora.org. The potential
16 investor responded: “But when looking at other findora sources [d]ifferent co founders [sic] come
17 up which is very confusing[.] I am interest [sic] in the project just wanted to clarify this before
18 buying. Findora co-founders (and Stanford cryptographers), Ben Fisch and Benedikt Bunz, together
19 with Alan.” A Findora representative responded: “thanks for your concerning [sic] our team and
20 our team have [sic] been updating and re-construction [sic].” As described above, this response was
21 false and misleading.

22 149. The potential investor responded: “So the other guys are they still there in the team
23 or not[,] Ben F and Benedikt[?]” Chen responded directly: “I think if you want to build the best
24 projects,you [sic] need to find the best person and the best team members.so [sic] team members
25 upgrade [sic] to the best one. They [referring to Ben and Benedikt] are PHD students.their [sic]
26 priority should be their research.J they are not with Findora.” This was false and misleading for the
27 same reason that the Findora representative’s statements above were false and misleading.

1 150. At no point have the operators of the Findora Telegram account made any mention
2 of the reason why Lu, Fisch, Bunz, and others left. Instead, they sought to create a false narrative
3 that the reason these employees left was to focus on their studies at Stanford. They have also
4 allowed another false (and inconsistent) narrative to propagate the feed, which is that the real reason
5 Lu, Fisch, and others left Findora was to found a competing company, as detailed in the specious
6 complaint Defendant Temujin filed against Abittan, Lu, and Fisch in Santa Clara County.

7 151. Many other potential investors have also been concerned. One asked: “What
8 happened to the stanford crypto guys like Ben en [sic] benedict?” Another asked: “What has
9 changed since the Stanford people left[?]” And these are just a small sampling of a continuing
10 dialogue on the @findoraen telegram account.⁴ Findora never revealed the truth to these potential
11 investors either and simply sought to perpetuate the falsehood that Findora was a legitimate
12 company with an all-star team of highly respected and honest cryptographers.

13 152. Anytime any person questioned why Abittan or other employees left Findora, Ding
14 and Chen (or one of their agents) deleted the question and blocked the user from the Telegram
15 channel.

16 153. In addition to lying to investors, Chen and Ding embezzled investor money.

17 154. On information and belief, Chen directed members of Findora’s team in China to
18 wire significant sums of money to an e-commerce company called Xipin Group (“Xipin”). U.S.
19 management that they were not aware of any legitimate purpose for these transactions. Neither
20 Abittan nor anyone else to Abittan’s knowledge was aware of any legitimate purpose for these
21 transfers.

22 155. On information and belief Chen controls Xipin either directly or indirectly. The
23 Xipin website contains some overlap with prior Findora employees, including Paul Scherer – who
24 is listed as Chief Strategy Officer under the alias Paul Xie.⁵

25 _____
26 ⁴ Defendants’ fraud has become apparent to the outside world, as a recent Chinese-language
27 exposé revealed. See [https://fdhdtcuzqg5elz7fa3omssakmq-adwhj77lcyoafdy-zhuanlan-](https://fdhdtcuzqg5elz7fa3omssakmq-adwhj77lcyoafdy-zhuanlan-zhihucom.translate.googleusercontent.com/337834014)
28 [zhihucom.translate.googleusercontent.com/337834014](https://fdhdtcuzqg5elz7fa3omssakmq-adwhj77lcyoafdy-zhuanlan-zhihucom.translate.googleusercontent.com/337834014).

⁵ https://mp.weixin.qq.com/s/k6XLrUAY4G_GWi0xCz6eBQ

156. Abittan is informed and believes and thereon alleges that Chen raised millions of dollars on behalf of Findora in private financings, which she then transferred to a personal Binance account. Chen did not seek authorization from Temujin's CEO or from Abittan for the unauthorized transfer.

157. Abittan is informed and believes and thereon alleges that Chen also directed Powerscale to invest \$5,000,000 in Xipin. Although JV Holdings (or JuniperVC) is the majority owner of Powerscale, Chen and Powerscale never informed Abittan of this transaction, which he learned about from third parties. Abittan never authorized this transaction and is not aware of JVI, JV Holdings, or Juniper VC having authorized it.

v. Obtaining a Covid PPP Loan for Temujin DE

158. Chen and Ding also used their sham entities to steal money from the government during the Covid 19 crisis by improperly and fraudulently applying for a Paycheck Protection Program ("PPP") loan.

159. On April 11, 2020, Temujin DE applied for and received a PPP loan in the amount of \$383,637.

160. On March 31, 2021, Temujin DE applied for and received a PPP loan in the amount of \$208,370.

161. Upon information and belief, Temujin DE did not and could not have legitimately qualified for either PPP loan. Upon information and belief, Temujin DE did not have any employees and did not have a 25% reduction in gross receipts. Therefore, the money was not necessary for Temujin DE's continued operation.

ALTER EGO / COMMON ENTERPRISE LIABILITY

162. As detailed above, Chen and Ding created at least the following entities as part of their fraudulent scheme to steal Findora and embezzle millions from Abittan and other investors (referred to hereafter as the "Common Enterprise Entities"):

a. JVI

b. Project Revolution

- c. Eian
- d. Powerscale
- e. JV Holdings
- f. JV Partners
- g. Lakeside Garden
- h. Fourhair
- i. Temujin DE
- j. Temujin Cayman
- k. Smart Investment Fund
- l. Powerscale Capital Fund
- m. Black Cobble Rideshare Funding
- n. Nessco

163. Despite using strawpersons, including, but not limited to, Guanghua Liang, Yang Yang, Jianrong Wang, Xilei Wang, Selena Chen, Yi Chung Yang, and Alex Wang (who Ding even admitted to Abittan was not a real person) (the “Common Enterprise Agents”) to effectuate their fraud, Ding and Chen controlled the Common Enterprise Entities.

164. Upon information and belief, Chen and Ding’s common enterprise used only one bank account in the name of JVI and two credit cards in JVI’s and Project Revolution’s names. The entities all commingled employees, officers, directors, and office space, including use of 69 Isabelle Ave. Investors sent money only to JVI, which was used to pay salaries of Project Revolution employees, in exchange for equity in Eian. None of the Common Enterprise Entities maintained corporate formalities, and upon information and belief, nearly all failed to take any steps to finalize corporate formation, such as issuing shares or executing an operating agreement. Ding and Chen repeatedly asked employees to sign contracts with multiple organizations and would often identify one entity in a contract that gave rights to a second, seemingly unrelated, entity. Ding once told Abittan that the various entities were for “internal” use only, and that no one would ever know

1 about the formation of the shells. The Common Enterprise Entities that were known, however, were
2 all referred to colloquially as Findora. And above all, Chen and Ding controlled everything.

3 165. The Common Enterprise Entities identified herein have such a unity of interest with
4 the Partnership that their separateness has ceased and holding only the Common Enterprise Entities
5 liable will result in injustice. The Common Enterprise Entities were a mere tool or business conduit
6 of Chen and Ding while acting as Abittan's partners. Specifically, co-mingling of funds occurred;
7 diversion of partnership profits to individuals or other entities occurred. The Common Enterprise
8 Entities were inadequately capitalized. There was a failure to keep appropriate corporate records.
9 And there was a failure to keep personal or other entity assets separate. There were representations
10 made that the Common Enterprise Entities and the Partnership were one and the same and that they
11 were all backed by Ding and Chen as partners with Abittan.

12 166. In sum, the Common Enterprise Entities and the Partnership are a single business
13 enterprise because they are not operated as separate entities but instead they pool their resources to
14 achieve common goals—Findora. The Common Enterprise Entities and the Partnership had
15 common employees, offices, centralized accounting, payment for the wages of the other entity's
16 employees and the use of the same business name. In addition, employees of one entity provided
17 services to the other entities, funds were transferred between the companies without sufficient
18 documentation and profits and losses were shifted between the companies in a manner that is not
19 properly documented.

20 167. Moreover, Ding and Chen used the Common Enterprise Entities as a sham to
21 perpetrate fraud. The Common Enterprise Entities existed simply to defraud Abittan, employees,
22 investors, and other people by inducing them into contracts where misrepresentations were made
23 which were material, which caused that person to enter into the contract on the basis of the
24 misrepresentation, and which caused damage to that person.

25 168. Chen and Ding caused the Common Enterprise Agents to form the Common
26 Enterprise Entities for the express purpose of defrauding Abittan and others. At all times material
27 to this cause of action, the Common Enterprise Agents were a principal, agent, and/or employee of

1 Chen and Ding, and were at such times, acting within the full course, scope, and authority of their
2 positions with Chen and Ding, therefore imputing liability for their negligent and wrongful acts and
3 resulting damages as outlined herein under, *inter alia*, the principles of respondeat superior, the law
4 of agency, and/or the law of California.

5 169. To treat each of these entities as separate—and to treat the Common Enterprise
6 Agents separate from Chen and Ding—would result in injustice. Moreover, to allow Chen and Ding
7 to use the corporate structure that they put into place for the precise reason of obfuscating their
8 identities and avoiding the consequences of their fraud would be rewarding Chen and Ding's
9 wrongdoing and bad faith conduct.

10 170. Accordingly, the Common Enterprise Agents and the Common Enterprise Entities
11 acting in concert with Ding and Chen should be held jointly and severally liable with Ding and
12 Chen for the damages occasioned by Ding and Chen's fraudulent activities as general partners of
13 the Abittan/Ding-Chen Partnership.

14 **FIRST CAUSE OF ACTION – Declaratory Judgment**
15 **(Against All Cross-Defendants)**

16 171. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this
17 Cross-Complaint as though fully set forth herein and alleges the following cause of action.

18 172. An actual controversy has arisen and now exists between Abittan and Cross-
19 Defendants concerning their respective rights to Findora.

20 173. Abittan contends that each and every contract relating to Findora from January 2018
21 through present is the result of fraud, that all such contracts are void, and that Findora—both the
22 business and the technology—is the property of a general partnership between Abittan, Ding and
23 Chen, in which Abittan has a fifty-percent (50%) interest.

24 174. Alternatively, and to the extent any other valid and binding corporate structures and
25 entities were created, exist, and own rights to Findora, Abittan has a 50% interest.

26 175. Cross-Defendants dispute these contentions and contend that Abittan has no interest
27 in Findora.

176. A judicial declaration is necessary and appropriate at this time under the circumstances to establish all parties' respective rights to Findora.

SECOND CAUSE OF ACTION – Breach of Partnership Agreement
(Against All Cross-Defendants)

177. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this Cross-Complaint as though fully set forth herein and alleges the following cause of action.

178. At all times mentioned in this complaint, Abittan, Ding, and Chen entered into an oral partnership for the purpose of creating the fintech company and blockchain technology currently known as Findora. *See* Corp. Code § 16202.

179. Pursuant to the terms of that partnership agreement, Abittan, on the one hand, and Ding/Chen, on the other hand, were respectively entitled to a 50% interest in the business and technology known as Findora.

180. Abittan performed all conditions, covenants, and promises required to be performed by him in accordance with the partnership agreement except those excused by the actions of Cross-Defendants.

181. Ding and Chen materially breached the partnership agreement by repudiating the existence of the partnership, denying Abittan's interest in the partnership, using the assets acquired by the partnership for their own use, and funneling the technology and business of Findora away from the partnership and into the Common Enterprise Entities using the Common Enterprise Agents.

182. As a direct and proximate result of Cross-Defendants breaches and defaults, Abittan has been damaged in a sum according to proof at trial.

THIRD CAUSE OF ACTION – Conversion
(Against All Cross-Defendants)

183. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this Cross-Complaint as though fully set forth herein and alleges the following cause of action.

1 193. By reason of the unlawful conversion of Abittan's property and interests, Abittan is
2 entitled to recover the value of the property at the time of the conversion, with interest, and a fair
3 compensation for the time and money properly expended to recover the property pursuant to
4 California Civil Code § 3336, in an amount to be proven at trial.

5 **FOURTH CAUSE OF ACTION – Breach of Fiduciary Duty**
6 **(Against Chen and Ding)**

7 194. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this
8 Cross-Complaint as though fully set forth herein and alleges the following cause of action.

9 195. At all relevant times, Chen and Ding, by virtue of their partnership and their conduct,
10 had a fiduciary relationship with Abittan; owed Abittan the highest fiduciary obligations of fidelity,
11 trust, loyalty, and due care; were required to control and operate their activities with Abittan in a
12 fair, just, and equitable manner; and had duties to act in furtherance of Abittan's interests.

13 196. To discharge these duties, Chen and Ding were required to act lawfully in
14 conducting activities with Abittan, to act with the utmost integrity as to the dissemination of
15 information to Abittan, and to refrain from committing acts of waste or conversion,
16 mismanagement, self-dealing, and/or gross negligence and causing damages to Abittan or
17 otherwise harming, impeding, or violating Abittan's interests or rights.

18 197. Chen and Ding breached their fiduciary duties by, among other things, engaging in
19 self-dealing and the conversion of corporate assets for their own personal benefit, and for the benefit
20 of the Common Enterprise Entities that they controlled and by acting with disloyalty and
21 faithlessness, as set forth in the allegations above, causing damages to Abittan.

22 198. As a direct and proximate result of Chen's and Ding's breaches of fiduciary duty
23 described herein, Abittan sustained serious injury and damages for which relief is sought herein,
24 according to proof.

25 199. In engaging in the foregoing conduct, Chen and Ding acted with malice, oppression,
26 and fraud, warranting an award of punitive damages in an amount to be proven at trial.

FIFT CAUSE OF ACTION - Aiding and Abetting Breach of Fiduciary Duty
(Against the Common Enterprise Agents and Common Enterprise Entities)

200. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this Cross-Complaint as though fully set forth herein and alleges the following cause of action.

201. At all relevant times, the Common Enterprise Agents and Common Enterprise Entities knew that Ding and Chen were fiduciaries of Abittan and, therefore, that Ding and Chen owed Abittan fiduciary duties.

202. Despite such knowledge, the Common Enterprise Agents and Common Enterprise Entities nevertheless aided and abetted, induced, encouraged, and assisted Ding and Chen in breaching their fiduciary duties to Abittan, by, among other things, conspiring and actively working with Ding and Chen to obtain Abittan's rights and interests in Findora in exchange for no or inadequate consideration.

203. The Common Enterprise Agents and Common Enterprise Entities understood that these activities involved undisclosed (by Ding and Chen) self-interested transactions, in violation of Ding's and Chen's fiduciary duties owed to Abittan.

204. As a direct and proximate result of the Common Enterprise Agents' and Common Enterprise Entities' aiding and abetting of the foregoing breaches of fiduciary duties, Abittan has been harmed in an amount to be determined at trial and will continue to be harmed until appropriate injunctive relief is granted.

SIXTH CAUSE OF ACTION - Fraudulent Inducement
(Against All Cross-Defendants)

205. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this Complaint as though fully set forth herein and alleges the following cause of action.

206. As detailed above, Cross-Defendants Ding and Chen, acting directly and through the Common Enterprise Agents and Common Enterprise Entities and/or other agents, made repeated false and fraudulent misrepresentations and omissions to Abittan regarding the contents and legal effect of the paperwork they insisted he sign on behalf of the Common Enterprise Entities

1 to form multiple corporate entities. They then used those entities to steal Findora and millions of
2 dollars from Abittan. Specifically, Ding and Chen represented that all corporate entities formed
3 after the partnership began would preserve the 50/50 interests of the Partnership, and that the
4 Common Enterprise Entities were merely being used as conduits for the Partnership. Ding and
5 Chen represented that they were not undertaking activities that would diminish Abittan's 50%
6 interest in Findora and that they were not asking Abittan to sign documents or undertake activities
7 that would diminish Abittan's 50% interest in Findora. Accordingly, in reliance on Chen and Ding's
8 false representations, Abittan signed corporate documents.

9 207. Ding and Chen's representations were false. In reality, the purpose of the sham
10 companies and asset transfer documents and agreements was to divest Abittan of millions of dollars
11 in valuable intellectual property, in exchange for zero consideration.

12 208. When Ding and Chen made these material representations and omissions, they knew
13 that the representations were false or misleading and that they had a duty to disclose the omissions
14 and the truth to Abittan. These representations and omissions were made with the intent to defraud
15 and deceive.

16 209. Abittan reasonably relied on the material misrepresentations and omissions by his
17 partners Chen and Ding, and such reliance was justifiable.

18 210. As a result of Ding and Chen's fraudulent misrepresentations and omissions, Abittan
19 has been damaged in an amount to be proven at trial.

20 211. Further, as a result of Cross-Defendants' fraudulent misrepresentations and Ding's
21 and Chen's fraudulent misrepresentations and omissions, Abittan—on his own behalf and/or as
22 partner in the Partnership—is entitled to rescission of the purported corporate documents executed
23 in furtherance of Chen and Ding's fraudulent scheme, including the purported sale of Eian's
24 intellectual property and other assets to Temujin Cayman.

25 212. In doing the acts alleged herein, Cross-Defendants acted with oppression, fraud, and
26 malice, and Abittan is entitled to punitive damages.

SEVENTH CAUSE OF ACTION - Unjust Enrichment

(Against All Cross-Defendants)

213. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this Complaint as though fully set forth herein and alleges the following cause of action.

214. As a result of their wrongful conduct, Cross-Defendants have been unjustly enriched at the expense of Abittan, in the form of unjustified benefits, payments, and transfers of Abittan's assets and property including, but not limited to:

- a. \$50,000 in assets that Abittan invested in JVI;
- b. \$637,000 in assets as a result of unreimbursed credit card expenditures; and
- c. Twenty-four luxury watches worth approximately \$8,000,000 (Abittan's 50% interest).
- d. the business and technology known as Findora

215. As a result of these unjustified payments and transfers of Abittan's assets and property, Cross-Defendants are thereby required to make restitution.

216. Accordingly, Abittan is entitled to disgorgement by Cross-Defendants of all monies assets and benefits obtained directly or indirectly through their wrongful conduct as alleged herein.

EIGHTH CAUSE OF ACTION - Accounting

(Against All Cross-Defendants)

217. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this Complaint as though fully set forth herein and alleges the following cause of action.

218. Abittan's partnership with Ding and Chen both through the watch business (including the Watch Agreement) and through the Common Enterprise Entities entitle Abittan to complete information regarding the status of his interests in those partnerships and entities.

219. As described throughout this complaint, Cross-Defendants have committed various fraudulent and tortious acts and breaches of fiduciary duties. These acts have damaged Abittan and unlawfully enriched Cross-Defendants.

220. Abittan cannot determine the amount he is owed without an accounting, however, because Cross-Defendants have exclusive custody over the books, records, and accounts that show

1 the status of all of the remaining and sold watch inventory and the assets and profits derived from
 2 the intellectual property that Cross-Defendants misappropriated from Abittan and/or the
 3 Partnership. Accordingly, Abittan is entitled to an accounting.

4 **NINTH CAUSE OF ACTION - Civil Violations of the**
 5 **Racketeer Influenced and Corrupt Organization Act**
 6 **(18 U.S.C. § 1962(c))**
 7 **(Against All Cross-Defendants)**

8 221. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this
 9 Complaint as though fully set forth herein and alleges the following cause of action.

10 222. Each Cross-Defendant is a “person” within the meaning of 18 U.S.C. §§ 1961(3)
 11 and 1964(c).

12 223. Cross-Defendants Ding, Chen, JVI, Project Revolution, JV Holdings, JV Partners,
 13 Eian, Fourhair, Lakeside, Powerscale Capital, Powerscale Fund, Black Cobble, Temujin DE,
 14 Temujin Cayman, Nessco, Findora Foundation, Discreet Labs, Guanghua Liang, Yang Yang, Alex
 15 Wang, Selena Chen, Jianrong Wang, Xilei Wang, and Yi Chung Yang, formed an association-in-
 16 fact, whose joint and common purpose was to defraud investors, business partners, Findora’s
 17 executives and employees, and third parties. All Cross-Defendants received misappropriated
 18 monies and intellectual property, including but in no way limited to those referenced in paragraphs
 19 42-44, 55, 72,77, 80, 81, 86, 90, 113, 117, 124-26, 153-57, and 159-60.

20 224. Cross-Defendants exercised control over the numerous related individuals and
 21 entities that their enterprise consists of. Ding and Chen ultimately controlled and managed the
 22 operations of the entire association-in-fact and personally directed the day-to-day operations of its
 23 related entities as described above.

24 225. This association-in-fact is an “enterprise” within the meaning of 18 U.S.C. §§
 25 1961(4) and 1962(c). The enterprise was at all times engaged in interstate commerce and its
 26 activities affected and continue to affect interstate commerce. The interstate nexus includes but is
 27

1 not limited to the transfer of funds to multiple persons and entities in New York, California, and
2 elsewhere.

3 226. Cross-Defendants Ding, Chen, JVI, Project Revolution, JV Holdings, JV Partners,
4 Eian, Fourhair, Lakeside, Powerscale Capital, Powerscale Fund, Black Cobble, Temujin DE,
5 Temujin Cayman, Nessco, Findora Foundation, Discreet Labs, Guanghua Liang, Yang Yang, Alex
6 Wang, Selena Chen, Jianrong Wang, Xilei Wang, and Yi Chung Yang were each associated with
7 the association-in-fact enterprise and conducted or participated, directly or indirectly, in the conduct
8 of the affairs of this enterprise through a pattern of racketeering activity within the meaning of 18
9 U.S.C. §§ 1961(l)(B), 1961(5) and 1962(c).

10 227. Ding and Chen formed a scheme to defraud Abittan of his assets whereby they
11 induced Abittan to invest money in JVI, sign documents purporting to transfer intellectual property
12 from Eian to Temujin for inadequate consideration, invest in transactions for high-end luxury
13 watches, and solicit investments from Abittan's family and friends.

14 228. In furtherance of this scheme, Ding and Chen used or caused to be used interstate
15 wire communications in violation of 18 U.S.C. § 1343. Cross-Defendants initiated and received
16 multiple transfers of Abittan and investor funds across state lines via the use of wires including but
17 in no way limited to the transfers referenced in paragraphs 42-44, 55, 72,77, 80, 81, 86, 90, 113,
18 117, 124-26, 153-57, and 159-60. Ding and Chen, and others, also communicated materially false
19 statements and deceitfully omitted material facts to Abittan and others via the use of wires including
20 but in no way limited to the communications and omissions referenced in paragraphs 42- 44, 49,
21 55, 67, 72, 77, 79, 83, 89, 92, 95, 108, 111, 113, 124, and 136-61.

22 229. . Each of these wire communications, omissions, and transfers of Abittan and
23 investor assets satisfies the transmission "by means of wire, radio, or television communication"
24 element for wire fraud.

25 230. In furtherance of this scheme to defraud, Ding and Chen used or caused to be used
26 the United States mails or an interstate commercial carrier in violation of 18 U.S.C. § 1341. Ding
27 and Chen initiated and received multiple transfers of funds across state lines via the use of the mails,

1 including but not limited to the transfers referenced in paragraphs 5, 7, 42, 43, 44, 55, 80, 81, 90,
2 126, 127, 154, and 157. Each of these transfers of Abittan and investor assets to out-of-state entities
3 satisfies the “use of the mail” element for mail fraud.

4 231. In furtherance of this scheme to defraud Abittan of his money or property having a
5 value of \$5,000 or more, Cross-Defendants initiated and received multiple transfers that caused
6 Abittan’s funds (as well as the funds of others) to travel or be transported in interstate commerce
7 in violation of 18 U.S.C §§ 2314 and 2315, including but in no way limited to the transfers
8 referenced in paragraphs 42-44, 55, 72,77, 80, 81, 86, 90, 113, 117, 124-26, 153-57, and 159-60.

9 232. By reason of Ding and Chen’s violation of 18 U.S.C. § 1962(c), Abittan suffered
10 injury in an amount to be determined at trial.

11 233. Pursuant to 18 U.S.C. § 1964(c), Abittan is entitled to treble damages.

12 234. In bringing this action, Abittan has and will incur attorneys’ fees and is entitled to
13 an award of reasonable attorneys’ fees under 18 U.S.C. § 1964(c).

14 235. Abittan additionally seeks the return/restitution of any assets from Cross-Defendants’
15 entities or subsidiary entities or other alter ego entities controlled by Cross-Defendants that received
16 misappropriated funds, including entities that were dissolved and had their assets disbursed by
17 Cross-Defendants and/or the entities they control.

18 **TENTH CAUSE OF ACTION**

19 **Conspiracy to Commit Civil Violations of the**
20 **Racketeer Influenced and Corrupt Organizations Act**

21 **(18 U.S.C. § 1962(d))**

22 **(Against All Cross-Defendants)**

23 236. Abittan hereby incorporates the allegations of paragraph 1 through 170 of this
24 Complaint as though fully set forth herein and alleges the following cause of action.

25 237. Cross-Defendants Ding, Chen, JVI, Project Revolution, JV Holdings, JV Partners,
26 Eian, Fourhair, Lakeside, Powerscale Capital, Powerscale Fund, Black Cobble, Temujin DE,
27 Temujin Cayman, Nessco, Findora Foundation, Discreet Labs, Guanhua Liang, Yang Yang, Alex

1 Wang, Selena Chen, Jianrong Wang, Xilei Wang, and Yi Chung Yang each conspired with one
 2 another within the meaning of 18 U.S.C. § 1962(d) to violate § 1962(c); that is, to conduct or
 3 participate, directly or indirectly, in the conduct of the enterprise's affairs through a pattern of
 4 racketeering activity within the meaning of 18 U.S.C. §§ 1961(1)(B) and 1961(5) and 1962(c), as
 5 identified more fully in paragraphs 169 to 182 above.

6 238. By reason of violation of 18 U.S.C. § 1962(d) committed by Cross-Defendants,
 7 Abittan suffered injury in an amount to be proven at trial, within the meaning of 18 U.S.C. § 1962(c).

8 239. Pursuant to 18 U.S.C. § 1962(c), Abittan is entitled to treble damages.

9 240. In bringing this action, Abittan has and will incur attorneys' fees and is entitled to
 10 an award of reasonable attorneys' fees under 18 U.S.C. § 1964(c).

11 **ELEVENTH CAUSE OF ACTION - Fraud**

12 **(Against All Cross-Defendants)**

13 241. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this
 14 Complaint as though fully set forth herein and alleges the following cause of action.

15 242. As detailed above, Ding and Chen, acting in their own capacities and on behalf of
 16 the Common Enterprise Entities in certain instances made repeated false and fraudulent
 17 misrepresentations and omissions to Abittan regarding:

- 18 a. credit card expenditures on Abittan's cards, including that the cards would be used
 19 for business purposes; that if they were used for personal purposes, that Chen would
 20 reimburse Abittan for all expenditures on these cards; and that cards issued for Lu,
 21 Fisch and others would be used by those individuals;
- 22 b. the watch business, including that Abittan would be paid 50% of all proceeds from
 23 watches; that Abittan would have a say in the sale or transfer of any watch; and that
 24 Abittan would have access to the watches at all times;
- 25 c. use of funds that Abittan invested in the partnership via the JVI Chase account,
 26 including that these funds would be used for proper business purposes;

- d. that Chen was on the brink of closing deals to raise hundreds of millions of dollars for Findora from a variety of well-known individuals and entities including Jack Ma's wife, Ma Huateng, Perfect World, and others "famous guys";
- e. that Abittan's investors would be repaid within ninety days of their investment and that their investments were secure;
- f. that the transfer of Eian's assets to Temujin would not affect Abittan's or other investors' ownership rights in Findora in any way;
- g. that all (known) entities were part of and consistent with the Partnership in which Abittan always had a 50% interest; and
- h. that any and all actual or apparent authority that Ding or Chen possessed (or represented as possessing) to act for or on behalf of Abittan was used by Ding or Chen in good faith and in a permissible scope with full knowledge of and approval by Abittan;
- i. that any and all conduct by Ding and Chen in conjunction with Abittan or Findora was consistent with, and not adverse to, Abittan's interests, rights, property, and investments.

243. These representations were false. In fact:

- a. Ding and Chen always planned to rack up hefty expenditures for both business and personal purposes on Abittan's credit cards and leave Abittan stuck with the tab, and Ding and Chen always intended to retain the credit cards authorized for other Findora team members;
- b. Ding and Chen always planned to misappropriate the remainder of the watch inventory for their own benefit and deprive Abittan of his share of proceeds and inventory;
- c. Ding and Chen always planned to siphon the money from the JVI Chase account to their own benefit knowing that they would later seek to divest Abittan of all of his valuable interest in Findora and the Partnership;

- d. Ding and Chen were not close to closing deals worth hundreds of millions of dollars with major players, but instead, were using those narratives to create a façade of success that they could use to perpetuate their multiple frauds on Abittan and others;
- e. Ding and Chen never planned to repay the investors or provide any of the valuable consideration they had promised, and instead, solely planned to convert the investors' money for their own uses;
- f. the intellectual property transaction between Eian and Temujin was not a paper transaction that would preserve all of Abittan's and other investors' rights;
- g. Ding and Chen formed companies for the purpose of fraudulently, improperly, and/or unjustifiably separating Abittan from Findora.

244. When Ding and Chen made these representations and omissions, they knew that they were false. These representations and omissions were made with the intent to defraud and deceive.

245. Abittan's reliance on Ding and Chen's misrepresentations and omissions was justifiable.

246. As a result of Ding and Chen's fraudulent misrepresentations and omissions, Abittan has been damaged in an amount to be proven at trial.

247. In doing the acts alleged herein, Ding and Chen acted with oppression, fraud, and malice, and Abittan is entitled to punitive damages.

TWELFTH CAUSE OF ACTION - Breach of Contract

(Against Ding and Chen)

248. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this Complaint as though fully set forth herein and alleges the following cause of action.

249. Abittan, Ding, and Chen entered into an agreement ("Watch Agreement") to jointly acquire, own, and split the proceeds of high-end luxury watches in 2016.

250. Abittan performed or substantially performed all of his obligations under the Watch Agreement.

1 251. Ding and Chen breached the Watch Agreement by:

- 2 a. failing to pay Abittan his share of the proceeds of several watch sales;
- 3 b. failing to contribute their share of the cost to acquire certain watches, and instead
- 4 purchasing those watches using Abittan's assets; and
- 5 c. converting the remaining watches for their own benefit without compensating
- 6 Abittan.

7 252. As a direct and proximate result of Ding and Chen's breaches of the Watch

8 Agreement, Abittan has suffered damages in an amount to be proven at trial.

9 **THIRTEENTH CAUSE OF ACTION - Defamation**

10 **(Against Ding and Chen)**

11 253. Abittan hereby incorporates the allegations of paragraphs 1 through 170 of this

12 Complaint as though fully set forth herein and alleges the following cause of action.

13 254. Cross-Defendants Ding and Chen made numerous false statements of purported fact

14 regarding Abittan to Findora employees, including Lu, Fisch, Adam Goldberg and others, as well

15 as to Findora investors, and online. Ding and Chen's false statements included oral and text

16 message statements to these individuals that Abittan had misled the investors he brought to the

17 table and made promises to them that he was not authorized to make, so he was truly to blame for

18 the problems with those investors. Ding and Chen also falsely told Findora employees that

19 Abittan's complaints about credit card issues were false, and that Abittan was the one who had

20 made the charges at issue, not Chen. Ding and Chen also told both employees and investors that

21 Abittan was not a partial owner or co-founder of Findora, and that Abittan was lying when he

22 claimed to be either. Ding and Chen also told LinkedIn that Abittan was providing "inaccurate

23 information" by listing himself as a co-founder and owner of Findora.

24 255. Ding and Chen made these false statements about Abittan intentionally to control

25 Findora employees and investors in an attempt cover up their illegitimate conduct.

26 256. As a result, Abittan's reputation has been damaged in an amount to be proven at

27 trial.

PRAYER FOR RELIEF

WHEREFORE, Abittan requests judgment as follows:

- a. That Cross-Defendants, and all other persons acting in active concert or privately or in participation with Cross-Defendants, be temporarily, preliminarily, and permanently enjoined from the wrongful acts and conduct set forth above;
- b. That Abittan receive such other injunctive relief as they may request and the Court may deem just and proper;
- c. That Cross-Defendants be required to account for all gains, profits, and advantages derived from their acts of conversion and other violations of law;
- d. That all gains, profits and advantages derived by Cross-Defendants from acts of conversion and other violations of law be deemed to be in constructive trust for the benefit of Abittan;
- e. For an order rescinding the corporate formation documents of each Common Enterprise Entity and intellectual property sale agreement;
- f. For an order requiring Cross-Defendants to disgorge profits earned from their unlawful conduct;
- g. For an award of restitution, unjust enrichment, actual damages, statutory damages, and compensatory damages according to proof at trial;
- h. For punitive and exemplary damages according to proof at trial;
- i. For attorneys' fees, costs of suit, and prejudgment and post judgment interest, as provided under applicable law; and
- j. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Abittan hereby demands a trial by jury.

1 Dated: November 3, 2021

ROCHE FREEDMAN LLP

2 /s/ Constantine P. Economides

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EXHIBIT A

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Reviewed By: R. Walker

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13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SANTA CLARA

16 TEMUJIN LABS INC.,

17 Plaintiff,

18 v.

19 ARIEL ABITTAN, BENJAMIN FISCH,
20 CHARLES LU, and DOES 1-10,
inclusive,

21 Defendants.
22
23
24
25

Case No.: **20CV372622**

**COMPLAINT FOR DECLARATORY
RELIEF, CIVIL CONSPIRACY,
TORTIOUS INTERFERENCE, BREACH
OF CONTRACT, TRADE SECRET
MISAPPROPRIATION UNDER CAL. CIV.
CODE §§ 3426 ET SEQ., VIOLATION OF
CAL. PENAL CODE 502(C),
CONVERSION, BREACH OF FIDUCIARY
DUTY, AND DAMAGES AND
INJUNCTIVE RELIEF**

[DEMAND FOR JURY TRIAL]

26 Plaintiff Temujin Labs Inc. ("Temujin" or the "Company") hereby alleges for its
27 Complaint against defendants Ariel Abittan, Benjamin Fisch, and Charles Lu as follows, upon
28 information and belief:

NATURE OF THE CASE

This case arises in the high technology space. Plaintiff Temujin Labs Inc. (also known as “Findora”) is a successful financial technology company founded at Stanford University. Defendants are (1) an investor in an unrelated company, (2) a former consultant to the Company, and (3) a former employee. Dissatisfied with their ability to share in Temujin’s financial and operational successes, Defendants have banded together to obstruct the Company’s progress while preparing to launch competing ventures. In recent weeks, they have conspired to (a) assert a frivolous and false claim of ownership of the Company, (b) misappropriate Company trade secrets, (c) usurp and interfere with control of and access to the Company’s assets, such as social media accounts, and (d) interfere with and obstruct Company relationships with investors and business partners. Temujin is entitled to immediate injunctive relief redressing these wrongs and monetary and exemplary damages.

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Temujin Labs Inc. (Delaware) (“Temujin DE”) is a Delaware corporation registered with the California Secretary of State and doing business in Santa Clara County under the name “Findora.” It is wholly owned by Temujin Labs Inc. (Cayman) (“Temujin Cayman” and together with Temujin DE, “Temujin” or the “Company”), a foreign company organized under the laws of the Cayman Islands.

2. Defendant Ariel Abittan resides in Lawrence, New York and is a shareholder of a Delaware limited liability company called Juniper Venture Partners LLC (“JVP”). JVP is the majority shareholder of Eian Labs Inc. (“Eian”) (formerly known as Porepsus Labs Inc), a Delaware corporation. Neither Mr. Abittan, nor JVP, nor Eian holds any shares of Temujin.

3. Defendant Benjamin Fisch is a former consultant to Temujin who resides in Menlo Park, California. Mr. Fisch worked with Temujin pursuant to a Consulting Agreement and parallel advisory agreement, effective July 5, 2019. He has since ended his consulting relationship with Temujin.

4. Defendant Charles Lu is the former Chief Executive Officer (“CEO”) of Temujin. Mr. Lu first joined Temujin on July 5, 2019. He has since resigned from Temujin. Temujin is

1 informed, believes, and thereon alleges that Mr. Lu is a resident of California, but is uncertain
2 where he resides.

3 5. Defendant Does 1 through 10, inclusive, are sued herein under fictitious names
4 because their true names, capacities, and the extent of their involvement are unknown to Temujin
5 at this time. When their true names, capacities, and the extent of their involvement are
6 ascertained, Temujin will amend this Complaint. Temujin is informed and believes and thereon
7 alleges that each of the fictitiously named defendants is responsible in some manner for the
8 occurrences herein alleged and for damages suffered by Temujin.

9 6. Temujin is informed, believes, and thereon alleges that Mr. Abittan, Mr. Fisch, and
10 Mr. Lu, (collectively, “Defendants”) are each an adult residing or doing business in the state of
11 California.

12 7. Venue is proper in the County of Santa Clara because various contracts that are the
13 subjects of this action were entered into in this county and many of the wrongful acts alleged
14 herein occurred in this county.

15 **TEMUJIN AND ITS BUSINESS**

16 8. Temujin Cayman was incorporated in July 2019 under the laws of the Cayman
17 Islands.

18 9. Temujin DE was incorporated in July 2019 in the state of Delaware.

19 10. Temujin develops software products that carry the “Findora” brand name. One
20 such product is the Findora Ledger. The Findora Ledger is an online and digital transactional
21 system. Put simply, the Findora Ledger facilitates online transaction processing in a way that is
22 auditable—through a public and decentralized process—but also confidential. Because it is
23 auditable, and yet does not sacrifice user privacy, the Findora Ledger represents a significant
24 advancement in the digital transaction processing space.

25 11. The Findora Ledger relies on blockchain-based technology. The term
26 “blockchain,” in this context, means that transactions are verified in a decentralized manner by
27 market participants who run software that confirms and records the transactions. Blocks of
28 verified transactions are periodically added to a ledger, and hence the term blockchain developed

1 to describe the ledger.

2 12. Temujin acquired the intellectual property underpinning the Findora Ledger from
3 Eian pursuant to an Intellectual Property Sale Agreement dated August 12, 2019 (the “IP Sale
4 Agreement”).

5 13. Eian is a defunct Delaware corporation that is no longer in good standing with the
6 Delaware Secretary of State. Temujin is informed, believes, and thereon alleges that Eian is
7 jointly owned by two shareholders: JVP and Lakeside Garden Heritage LLC (“Lakeside”).

8 14. Under the IP Sale Agreement and in exchange for consideration in the amount of
9 \$300,000, Eian sold all of its intellectual property to Temujin. The IP Sale Agreement describes
10 the “Acquired Assets,” which became the property of Temujin pursuant to the agreement, as
11 follows:

12 All intellectual property rights that are owned by [Eian], including but not
13 limited to all knowhow, software in both source and object code forms,
14 drawings, designs, technology, ideas, processes, formulas, compositions,
15 data, techniques, improvements, inventions (whether patentable or not),
16 works of authorship, mask works, trade secrets, domain names, URLs,
17 web sites, unique names, logos used or proposed to be used in the
18 business, business and product development plans, market studies,
financial projections, customer lists, and all other information and items
relating to the business of Eian Labs, Inc., as well as any precursors,
derivatives, modifications, and improvements to the same, and any related
materials (including but not limited to documentation, designs, algorithms,
notes, etc. related thereto).

19 15. Further, the IP Sale Agreement provides that “each party consents to the personal
20 and exclusive jurisdiction and venue of” federal or state courts located in Santa Clara County,
21 California.

22 16. Temujin is informed, believes, and thereon alleges that at the time of the
23 negotiation and execution of the IP Sale Agreement, JVP had only two shareholders (Fourhair
24 LLC and Defendant Ariel Abittan), and that Guanghua Liang was manager of JVP.

25 17. The IP Sale Agreement was unanimously approved by Eian’s Board of Directors
26 as well as its shareholders. Further, the IP Sale Agreement was unanimously approved by JVP’s
27 members, including Mr. Abittan.

28 18. On July 3, 2019, by unanimous action of its members, JVP (acting as a shareholder

of Eian) authorized Eian to sell “all of its assets” to Temujin. Both of JVP’s members at that time, Mr. Abittan and Fourhair LLC approved of the proposed sale.

19. On August 10, 2019, the Board of Directors of Eian unanimously approved of the sale of “substantially all of [Eian’s] assets” to Temujin.

20. On August 13, 2019, Eian’s shareholders unanimously approved of the intellectual property sale.

21. Eian does not own any shares of Temujin DE or Temujin Cayman.

DEFENDANTS’ INTERFERENCE WITH TEMUJIN’S BUSINESS

22. Despite the above transactional history – and without basis – Defendant Ariel Abittan in recent weeks has represented to co-founders and current and former employees of Temujin, including Defendants Benjamin Fisch and Charles Lu, that Mr. Abittan is the rightful owner of Temujin and/or its intellectual property, ostensibly by virtue of his stake in JVP and/or Eian.

23. On or about October 15, 2020, Mr. Abittan represented to Temujin and its counsel that he was a majority shareholder of Temujin by virtue of his stake in Eian.

24. Upon information and belief, Mr. Abittan has made similar representations regarding his supposed interest in Temujin and/or its intellectual property to several current and former employees, advisors, affiliates, and investors of Temujin for the purpose of obstructing Temujin from conducting its business.

25. On or about October 21, 2020, several founders, employees, and consultants of Temujin, including Defendants Charles Lu and Benjamin Fisch and Temujin advisors Dan Boneh, Balaji Srinivasan and Rosario Gennaro, resigned from the Company.

26. Upon information and belief, the employees and advisors who resigned on or about October 21, 2020 from their roles with Temujin were encouraged to do so by Mr. Abittan’s false assertions of ownership of Temjuin and his other false and misleading representations.

27. Temujin is informed, believes, and thereon alleges that, since the mass resignation, or in anticipation of the same, Mr. Abittan, Mr. Lu, and Mr. Fisch have acted in concert to obstruct the continued operation of Temujin’s business in several ways, including but not limited

1 to the following:

- 2 a. Obstructing Temujin's access to its social media accounts by improperly
- 3 withholding the credentials to those accounts from Temujin;
- 4 b. Attempting to open source and/or benefit from open-sourcing Temujin's
- 5 confidential and proprietary source code;
- 6 c. Interfering with Temujin's relationships with its advisors, business partners,
- 7 and investors; and
- 8 d. Soliciting Temujin employees to resign from Temujin.

8 **THEFT OF COMPANY SOCIAL MEDIA ACCOUNTS**

9 28. Temujin maintains certain social media accounts that it uses in connection with its
10 business. Among them are: Twitter (<https://twitter.com/findoraorg>); YouTube
11 (<https://www.youtube.com/channel/UCkhY3HZViowhJC4UWxfqPJw>); Medium
12 (<https://medium.com/@findora>); Telegram (<https://t.me/findoranetwork>); and Discord
13 (<https://discord.gg/2wrgyEn>) (collectively, the "Social Media Accounts"). Upon information and
14 belief, Defendant Charles Lu is in sole possession of the credentials to access each of the Social
15 Media Accounts and/or may have changed the access credentials in anticipation of his
16 resignation.

17 29. Since resigning from Temujin, Mr. Lu has refused to provide the credentials to
18 access the Social Media Accounts to any current Temujin employee, despite the Company
19 demanding multiple times that he return the credentials in order to restore Temujin's access to its
20 accounts and despite promises that the credentials would be forthcoming.

21 30. Rather than provide Temujin the credentials to access the Social Media Accounts,
22 Mr. Lu claims to have taken steps to escrow the credentials with an attorney. Mr. Lu claims his
23 actions are justified because he believes Ariel Abittan is the controlling shareholder of Temujin.
24 In reality, however, Mr. Lu appears to be acting in concert with both Mr. Abittan and Defendant
25 Benjamin Fisch to obstruct Temujin's ability to operate and to deny it the ability to access its
26 Social Media Accounts, including by delay in providing Temujin with the access credentials.

27 **MISAPPROPRIATION AND PUBLIC DISCLOSURE OF COMPANY SOURCE CODE**

28 31. On information and belief, the actions of Mr. Abittan and Mr. Lu are the

1 culmination of a months-long scheme formulated jointly by all three Defendants. Since as early
2 as August 2020, Defendant Benjamin Fisch had proposed “open sourcing” (making available to
3 the public through a permissive open source license) Findora source code, including the Findora
4 Ledger and a related “Zei cryptography library” – all of which are proprietary Company software
5 and data, that is, trade secrets.

6 32. On or about August of 2020, Mr. Fisch was engaged in discussions at Findora to
7 open source the Company’s Zei cryptography library. The Company’s Board of Directors
8 explicitly cautioned Mr. Fisch not to open source any of the Company’s code or intellectual
9 property without Board approval. Temujin’s Board never approved releasing the Company’s
10 code to open source.

11 33. Despite the fact that Mr. Fisch was told to refrain from open sourcing Temujin
12 source code, he has attempted to do just that.

13 34. Specifically, Mr. Fisch has attempted to open source Temujin’s proprietary source
14 code, including the Findora Ledger and Zei cryptography library software, by publishing it online
15 under the pretext of a regulatory disclosure. Supposedly pursuant to export compliance
16 regulations, on September 15, 2020, Mr. Fisch posted the code online pursuant to a highly
17 permissive Massachusetts Institute of Technology (“MIT”) license. Upon information and belief,
18 Mr. Fisch did so in a manner that does not suggest any bona fide regulatory disclosure purpose,
19 but rather, suggests it was done to make the code accessible to Messrs. Fisch, Lu, Abittan and
20 their conspirators known and unknown, who have sought to misappropriate, misuse, and
21 capitalize on the code, which comprises Temujin’s most valuable trade secrets, following these
22 individuals’ October 2020 defection from the Company.

23 35. In publishing Temujin code in the manner he did, Mr. Fisch acted without
24 authorization and with knowledge that doing so would risk diminishing the commercial value of
25 the Findora Ledger and Zei cryptography library.

26 **INTERFERENCE WITH COMPANY BUSINESS AND INVESTOR RELATIONSHIPS**

27 36. Messrs. Abittan, Fisch and Lu have also acted in concert to interfere with
28 Temujin’s business relationships. Reportedly, Defendants jointly contacted one of Temujin’s

1 advisors and made representations concerning Mr. Abittan's illegitimate claim to ownership of
2 either Temujin or its intellectual property by virtue of his ownership interest in Eian, in an attempt
3 to discourage the advisor from advising Temujin further.

4 37. Temujin also understands that Messrs. Abittan, Fisch and Lu have attempted to
5 contact at least two other advisors to Temujin in similar attempts to disrupt Temujin advisory
6 relationships.

7 38. Upon information and belief, Messrs. Abittan, Fisch, and Lu have had similar
8 communications with other advisors or business partners of Temujin.

9 39. Upon information and belief, Defendants also have jointly contacted certain of
10 Temujin's investors, in what is believed to be an attempt to disrupt the relationship between
11 Temujin and those investors.

12 40. In each of these communications, Defendants have falsely stated and/or implied
13 that Mr. Abittan is the actual owner of Temujin.

14 **FOSTERING INTERNAL DISSENT AT COMPANY**

15 41. Finally, upon information and belief, Messrs. Abittan, Fisch, and Lu have
16 communicated with and continue to communicate with current and former Temujin employees
17 regarding Mr. Abittan's supposed ownership of Temujin and/or its intellectual property in an
18 effort to sow distrust among Temujin employees, diminish morale, and obstruct Temujin's ability
19 to conduct its business.

20 42. Upon information and belief, through these communications, Defendants have
21 solicited several current employees to disrupt and/or defect from the Company, encouraging
22 employees to abandon Temujin and work with Defendants to leverage and/or cause delay to the
23 development of Temujin's proprietary software code in an effort to compete with Temujin.

24 43. As a consequence of the foregoing actions by Defendants, Temujin has been
25 damaged, including economically and tangibly. Among other costs incurred, Temujin's business
26 operations have been disrupted and delayed, it has been forced to incur significant attorneys' fees
27 and others costs to combat Defendants' efforts, and it has suffered and/or will suffer lost business
28 opportunities.

FIRST CAUSE OF ACTION

(Declaratory Relief – All Defendants)

44. Temujin reiterates and incorporates by reference the foregoing allegations in Paragraphs 1 to 43.

45. Through the above-described actions, Defendants, acting in concert, seek to usurp control of Temujin's source codes.

46. Those codes are Temujin's property exclusively.

47. Temujin is entitled to and seeks declaratory relief confirming that the source codes to its cryptography library and its ledger are, in fact, the exclusive property of Temujin and that neither Defendants nor any third parties are entitled to use those codes.

SECOND CAUSE OF ACTION

(Civil Conspiracy – All Defendants)

48. Temujin reiterates and incorporates by reference the foregoing allegations in Paragraphs 1 to 43.

49. Through the above-described actions, Defendants, acting in concert through knowing and mutual agreement, formed a conspiracy and conspired.

50. The purpose of the conspiracy was, in sum, to disrupt and interfere with Temujin's business operations for the sake of damaging Temujin, permitting Defendants to pursue competing ventures, and enriching Defendants unjustly.

51. Defendants' operation of the conspiracy, through acts such as (a) publicizing Temujin's source codes without authorization, (b) fomenting dissent internally at Temujin, (c) interfering with Temujin's advisory, business, investor, and other relationships, and (d) refusing to hand over access credentials to Temujin's social media accounts, have damaged and continue to damage Temujin.

52. As such, each Defendant is liable to Temujin on the basis of civil conspiracy, as a joint tortfeasor for all damages ensuing from the wrongs, irrespective of whether or not he was a direct actor and regardless of the degree of his activity.

THIRD CAUSE OF ACTION

(Tortious Interference with Contract – All Defendants)

53. Temujin reiterates and incorporates by reference the foregoing allegations in Paragraphs 1 to 43.

54. Prior to the above-described actions by Defendants, Temujin had entered into numerous valid contracts with third parties, including advisors, investors, employees, and consultants.

55. Defendants knew of the existence of those contracts.

56. Defendants have carried out intentional, tortious acts, including false statements that Mr. Abittan owns Temjuin, designed to induce a breach or disruption of Temujin's contractual relationships.

57. Those acts have disrupted or attempted to disrupt and/or caused actual breaches of Temujin's contractual relationships.

58. Absent Defendants' interference, Temujin's contracts would have been performed.

59. As a result of Defendants' interference, Temujin has been damaged, including economically and tangibly.

60. As such, Defendants are liable to Temujin for tortious interference.

FOURTH CAUSE OF ACTION

(Breach of Contract – Charles Lu)

61. Temujin reiterates and incorporates by reference the foregoing allegations in Paragraphs 1 to 43.

62. On or about July 1, 2019, Temujin and Defendant Charles Lu entered into a written employment contract, whereby Mr. Lu would serve as Temujin's CEO.

63. Among other contractual obligations Mr. Lu agree to, the employment contract stated: "During the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company."

64. The contract further stated: "You will not assist any other person or organization in

1 competing with the Company or in preparing to engage in competition with the business or
2 proposed business of the Company.”

3 65. Temujin performed under the contract in all material respects.

4 66. Through the above-described actions, Mr. Lu breached the contract, and
5 specifically, the quoted provisions of the contract prohibiting Mr. Lu from preparing to engage in,
6 engaging in, and assisting others to engage in activity competitive with Temujin.

7 67. Mr. Lu’s breaches have resulted in damage to Temujin.

8 **FIFTH CAUSE OF ACTION**

9 (Breach of Contract – Charles Lu)

10 68. Temujin reiterates and incorporates by reference the foregoing allegations in
11 Paragraphs 1 to 43.

12 69. On or about December 1, 2019, Temujin and Defendant Charles Lu entered into a
13 written contract titled, “Employee Invention Assignment and Confidentiality Agreement.”

14 70. Among other contractual obligations Mr. Lu agreed to, the contract stated: “I agree
15 that all Inventions that I make, create, conceive or first reduce to practice during the period of my
16 employment . . . that (i) are developed using equipment, supplies, facilities or trade secrets of the
17 Company; (ii) result from work performed by me for the Company; or (iii) relate to the
18 Company’s business or actual or demonstrably anticipated research or development (the
19 “Assigned Inventions”), will be the sole and exclusive property of the Company.”

20 71. The contract further stated: “Upon termination of my employment with the
21 Company, I will promptly deliver to the Company all documents and materials of any nature
22 pertaining to my work with the Company, and I will not take with me or retain in any form any
23 documents or materials or copies containing any Proprietary Information.”

24 72. The contract further stated: “During the period of my employment, I will at all
25 times devote my best efforts to the interests of the Company, and I will not, without the prior
26 written consent of the Company, engage in, or encourage or assist others to engage in, any other
27 employment or activity that: (i) would divert from the Company any business opportunity in
28 which the Company can reasonably be expected to have an interest; (ii) would directly compete

1 with, or involve preparation to compete with, the current or future business of the Company; or
 2 (iii) would otherwise conflict with the Company's interests or could cause a disruption of its
 3 operations or prospects."

4 73. The contract further stated: "During my employment with the Company and for a
 5 one (1) year period thereafter, I will not directly or indirectly solicit away employees or
 6 consultants of the Company for my own benefit or for the benefit of any other person or entity,
 7 nor will I encourage or assist others to do so."

8 74. Temujin performed under the contract in all material respects.

9 75. Through the above-described actions, Mr. Lu breached the contract, and
 10 specifically, the quoted provisions of the contract confirming that work and inventions on behalf
 11 of Temujin are Temujin's exclusive property, requiring Mr. Lu to return Temujin's property upon
 12 his termination, and prohibiting Mr. Lu from competing with or soliciting employees from
 13 Temujin.

14 76. Mr. Lu's breaches have resulted in damage to Temujin.

15 **SIXTH CAUSE OF ACTION**

16 (Breach of Contract – Benjamin Fisch)

17 77. Temujin reiterates and incorporates by reference the foregoing allegations in
 18 Paragraphs 1 to 43.

19 78. On or about July 5, 2019, Temujin and Defendant Benjamin Fisch entered into a
 20 written contract titled, "Consulting Agreement," whereby Mr. Fisch would serve as a consultant
 21 to Temujin.

22 79. Among other contractual obligations Mr. Fisch agree to, the contract stated:
 23 "Consultant agrees that during the term of this Agreement and thereafter it will not use or permit
 24 the use of Client's Confidential Information in any manner or for any purpose not expressly set
 25 forth in this Agreement, will hold such Confidential Information in confidence and protect it from
 26 unauthorized use and disclosure"

27 80. The contract further stated: "Consultant agrees that during the Term of this
 28 Agreement, Consultant will not, without Client's express written consent, either directly or

1 indirectly engage in any employment or business activity that is competitive with, or would
 2 otherwise conflict with the Services rendered to, or that would otherwise interfere with the
 3 business of, the Client.”

4 81. The contract further stated: “Consultant agrees that during the Term of this
 5 Agreement, and for one year thereafter, Consultant will not either directly or indirectly, solicit or
 6 attempt to solicit any employee, independent contractor, or consultant of Client to terminate his,
 7 her or its relationship with Client in order to become an employee, consultant, or independent
 8 contractor to or for any other person or entity.”

9 82. Temujin performed under the contract in all material respects.

10 83. Through the above-described actions, Mr. Fisch breached the contract, and
 11 specifically, the quoted provisions prohibiting Mr. Fisch from disclosing Temujin’s proprietary
 12 information without authorization and from competing with or soliciting employees from
 13 Temujin.

14 84. Mr. Fisch’s breaches have resulted in damage to Temujin.

15 **SEVENTH CAUSE OF ACTION**

16 (Breach of Contract – Benjamin Fisch)

17 85. Temujin reiterates and incorporates by reference the foregoing allegations in
 18 Paragraphs 1 to 43.

19 86. On or about July 5, 2019, Temujin and Defendant Benjamin Fisch entered into a
 20 written contract in the form of a letter agreement confirming and describing Mr. Fisch’s role as an
 21 advisor to Temujin.

22 87. Among other contractual obligations Mr. Fisch agree to, the contract stated: “All . .
 23 . knowledge, information and materials acquired [from or concerning Temujin], the existence,
 24 terms and conditions of this letter agreement, and all Designs and Materials, are and will be the
 25 trade secrets and confidential and proprietary information of the Company. [. . .] You agree to
 26 hold all such Confidential Information in strict confidence, not to disclose it to others or use it in
 27 any way, commercially or otherwise (including without limitation lecturing upon or publishing
 28 articles concerning Confidential Information), except in performing your obligations under this

1 letter agreement, and not to allow any unauthorized person access to it.”

2 88. The contract further stated: “You hereby represent that the obligations
3 contemplated hereby do not, in any way, conflict with any other agreement and/or commitment
4 on your part. You agree to inform the Company promptly and in writing if any such conflict
5 arises.”

6 89. The contract further stated: “During the term in which you provide services to the
7 Company pursuant to this letter agreement and for one year thereafter, you will not directly or
8 indirectly solicit away any employees or consultants of the Company for your benefit or for the
9 benefit of any other person or entity.”

10 90. Temujin performed under the contract in all material respects.

11 91. Through the above-described actions, Mr. Fisch breached the contract, and
12 specifically, the quoted provisions prohibiting Mr. Fisch from disclosing Temujin’s proprietary
13 information without authorization and from competing with or soliciting employees from
14 Temujin.

15 92. Mr. Fisch’s breaches have resulted in damage to Temujin.

16 **EIGHTH CAUSE OF ACTION**

17 (Trade Secret Misappropriation, Cal. Civ. Code §§ 3426, *et seq.* – All Defendants)

18 93. Temujin reiterates and incorporates by reference the foregoing allegations in
19 Paragraphs 1 to 43.

20 94. Temujin’s source codes and other technical, confidential and proprietary
21 information related to Temujin’s business are Temujin’s “trade secrets” within the meaning of the
22 Uniform Trade Secrets Act enacted in California Civil Code §§ 3426-3426.11. Such information
23 derives actual and potential economic value from not being generally known to the public or to
24 other persons who can obtain economic value from its disclosure or use.

25 95. Temujin has made reasonable efforts to maintain and protect the secrecy of such
26 trade secrets, including by establishing clear and strict access and rights management to its
27 password protected repositories and implementing a fine-grained rights delegation of access only
28 to those for whom access is necessary and essential, and otherwise ensuring that such information

1 is password protected and restricted and that any employees or consultants with access to such
2 information are bound by appropriate confidentiality and invention assignment agreements.

3 96. Upon information and belief, Defendants, acting in concert, have misappropriated
4 Temujin's source codes and other trade secrets by using and/or disclosing them without
5 Temujin's authorization or consent and/or by permitting third parties to use the trade secrets
6 without Temujin's authorization or consent.

7 97. Defendants' misappropriation of Temujin's trade secrets has caused and will
8 continue to cause Temujin substantial injury, including but not limited to lost profits and the
9 diminution in value of its trade secrets. In addition, Defendants have been unjustly enriched by
10 their misappropriation of Temujin's trade secrets.

11 98. Temujin is entitled to recover its actual damages from Defendants'
12 misappropriation and/or to recover for Defendants' unjust enrichment resulting from the
13 misappropriation.

14 99. Temujin also is entitled to preliminary and permanent injunctive relief restraining
15 Defendants' improper use and/or disclosure of Temujin's trade secrets.

16 100. Defendants' misappropriation of Temujin's trade secrets is willful and malicious,
17 and accordingly, Temujin is entitled to an award of exemplary damages and reasonable attorneys'
18 fees and costs.

19 **NINTH CAUSE OF ACTION**

20 (California Penal Code § 502(c) – Charles Lu)

21 101. Temujin reiterates and incorporates by reference the foregoing allegations in
22 Paragraphs 1 to 43.

23 102. California's Comprehensive Computer Data Access and Fraud Act ("CDAFA"), at
24 California Penal Code Section 502(c), permits one who "suffers damage or loss by reason of a
25 violation" of the Section to bring a private civil action. Cal. Penal Code § 502(e)(1).
26
27
28

103. Section 502(c) states as follows:

. . . any person who commits any of the following acts is guilty of a public offense:

(1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.

[. . .]

(3) Knowingly and without permission uses or causes to be used computer services.

(4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.

(5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.

[. . .]

(7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.

104. Temujin's Social Media Accounts and the access credentials thereto constitute "computer services," as well as a "computer, computer system, or computer network," as defined in California Penal Code Section 502(a).

105. By knowingly and without permission accessing Temujin's Social Media Accounts, upon information and belief modifying access credentials to the accounts, usurping control over those accounts, and in denying and/or delaying Temujin access to those accounts by withholding credentials, Defendant Charles Lu violated each of the foregoing provisions.

106. As a result, Temujin has been damaged, for which Mr. Lu is liable under Section 502(c).

TENTH CAUSE OF ACTION

(Conversion – Charles Lu)

107. Temujin reiterates and incorporates by reference the foregoing allegations in Paragraphs 1 to 43.

108. Temujin is and always has been the rightful owner and sole party with the exclusive right to possession of its Social Media Accounts, and the access credentials thereto, which accounts were created in Temujin's name for its benefit.

109. Defendant Lu, by declining to return to Temujin the access credentials to those accounts, has wrongfully and actively converted property belonging to Temujin.

110. As a result, Temujin has been damaged, for which Mr. Lu is liable.

ELEVENTH CAUSE OF ACTION

(Breach of Fiduciary Duty – Charles Lu)

111. Temujin reiterates and incorporates by reference the foregoing allegations in Paragraphs 1 to 43.

112. By virtue of his prior role as CEO of Temujin, Defendant Charles Lu owed Temujin and its shareholders the fiduciary duties of good faith, loyalty and care.

113. Through the above-described activities, including the retention of access credentials for Temujin's Social Media Accounts following his departure from Temujin, Mr. Lu breached his fiduciary duties to Temujin and its shareholders.

114. Mr. Lu's fiduciary breaches have proximately caused Temujin and its shareholders damage, for which Mr. Lu is liable.

PRAYER FOR RELIEF

WHEREFORE, Temujin requests entry of judgment in its favor against Defendants Ariel Abittan, Benjamin Fisch, and Charles Lu, and Does 1 through 10, inclusive, as follows:

1. For declaratory relief, stating and confirming that the source codes to Temujin's cryptography library and its ledger are, in fact, the exclusive property of Temujin and that neither Defendants nor any third parties are entitled to use those codes;
2. For preliminary and permanent injunctive relief, and/or an order of specific performance, restraining and enjoining Defendants and any third parties associated with Defendants from accessing or using Temujin's source codes for any commercial purpose;

3. For compensatory, special, incidental and consequential damages according to proof;
4. For exemplary and punitive damages to the extent permitted by law;
5. For recovery of the unjust enrichment obtained by Defendants as a result of their wrongful conduct;
6. For an award of prejudgment interest, the costs of suit, and reasonable attorneys' fees, to the extent permitted by contract or by operation of law; and
7. For such other and further relief as the Court may deem just and proper.

DATED: November 6, 2020

FENWICK & WEST LLP

By: 
Jennifer C. Bretan

Attorneys for Plaintiff
Temujin Labs Inc.

FENWICK & WEST LLP
ATTORNEYS AT LAW
MOUNTAIN VIEW


DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all jury triable claims and issues in this action.

DATED: November 6, 2020

FENWICK & WEST LLP

By:


Jennifer C. Bretan

Attorneys for Plaintiff
Temujin Labs Inc.

FENWICK & WEST LLP
ATTORNEYS AT LAW
MOUNTAIN VIEW

PROOF OF SERVICE

I, Brianna K. Pierce, declare under penalty of perjury under the laws of the State of California, that the following is true and correct:

I am an attorney of the firm Roche Freedman LLP, counsel of record for Cross-Complainant Ariel Abittan, located in the City of Santa Monica and County of Los Angeles, State of California. I am over the age of eighteen (18) years, and not a party to the within-entitled action. My business address is 1158 26th Street, Suite 175, Santa Monica, CA 90403.

I caused to be served the following documents:

1. Ariel Abittan's Cross-Complaint for Declaratory Judgment, Breach of Partnership Agreement, Conversion, Breach of Fiduciary Duty, Aiding and Abetting, Fraudulent Inducement, Unjust Enrichment, Accounting, Rico Violation (18 U.S.C. § 1962(C)), Conspiracy to Commit Rico Violation (18 U.S.C. § 1962(D)), Fraud, Breach of Contract, and Defamation

I caused the above documents to be served as follows:

- ☒ I emailed said documents on November 3, to each of the recipients, as indicated below, following the ordinary business practice and after obtaining consent to receive service in such manner. (Indicated on the attached address list by an [E] next to the address.)

Executed on November 3, 2021, at Santa Monica, California

/s/ Brianna K. Pierce
Brianna K. Pierce

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